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

Part 1 Tab 1

Application Certification
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.

Provision at Lake Houston, LP

By: 

Signature of Authorized Representative

Michael Gardner

Printed Name

Member

Title

2/26/2018

Date

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

by Michael Gardner

(Personalized Seal)

MICHAEL KOEHLER
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 17140639
My Commission Expires 08-28-2021

Notary Public Signature

Missouri.

Notary Public, State of

St. Louis.

County of

8-28-2021

My Commission Expires:

2-26-2018

Date
Required for Tax Exempt Bond Developments only

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

Development Name: NA

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>
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<tbody>
<tr>
<td>January 18, 2018</td>
<td>November 3, 2017</td>
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<tr>
<td>February 22, 2018</td>
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<td>June 22, 2018</td>
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<td>July 27, 2018</td>
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<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.
2018 HTC
Full Application

Part 1 Tab 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

___ 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.

___ 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.

* Per Rules, the PIPA plan is inserted after this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Michael Gardner  
Printed Name

Member  
Title

2/26/18  
Date

THE STATE OF Missouri  
COUNTY OF St. Louis

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

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

(Seal)

MICHAEL KOEHLER  
Notary Public, Notary Seal  
State of Missouri, St. Louis County

My Commission Expires 08-26-2021

Page 8 of 8
February 28, 2018

R. Brent Stewart, Director of Real Estate Analysis  
Texas Department of Housing & Community Affairs  
PO Box 13941  
221 East 11th Street  
Austin, TX 78711-3941

via e-mail
Hard copy via USPS

Re: Pipelines and Informed Planning Alliance (PIPA) Review  
Proposed Provision at Lake Houston Apartments  
Houston (Harris County), Texas 77049

Dear Mr. Stewart:

I have been retained by Provision at Lake Houston, LP, 2501 North Harwood St, Suite 1501,  
Dallas TX 75201 (The Developer), to address, from a PIPA perspective, the issue of a number of  
pipelines near the site of the proposed development. All of the pipelines are listed as intrastate  
lines by the Texas Railroad Commission (Texas RRC - see attached annotated Railroad  
Commission of Texas Map), the attached List of Pipelines Potentially Affecting the Provision at  
Lake Houston Apartments, and the attached Preliminary Site Plan.

The Developer is generally familiar with PIPA and has assured me that they will comply with  
relevant PIPA recommended practices. The purpose of this initial report is to clarify the  
potential impact of each of the pipelines and to identify mitigating measures consistent with  
PIPA.

HUD Requirements

The HUD Multifamily Accelerated Processing (MAP) Guide (November 23, 2011) had a  
requirement that stated:

"1. All parts of any structure must be at least 10 feet from the outer boundary of the  
easement for any high pressure gas or liquid petroleum transportation pipeline (Form  
HUD-4128, Part B, No. 28).” (Chapter 9, Environmental Review and Requirements,  
Environmental Report, Chapter page 29 of 30, Document page 289)

The January 29, 2016 Revision of the MAP Guide replaced the foregoing paragraph with:

"1. Reference for equations and methodology to calculate acceptable separation from  
high pressure pipelines transferring flammable and combustible liquids and gases is the  
Department of Housing and Urban Development Regulation 24 CFR Part 51 Subpart C,  
Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional  
Fuels or Chemicals of an Explosive or Flammable Nature.’” (Chapter 9, page 338 of 534)
Under 24 CFR Part 51 Subpart C, "Hazard - means any stationary container which stores, handles or processes hazardous substances of an explosive or fire prone nature. The term 'hazard' does not include pipelines for the transmission of hazardous substances, if such pipelines are located underground or comply with applicable Federal, State and local safety standards." (emphasis added, 24 CFR §51.201 Definitions)

All of the pipelines discussed in this determination are located underground and appear to comply with applicable Federal, State and local safety standards. Therefore, none are considered hazards by HUD for purposes of acceptable separation distance.

**Pipelines of Potential Concern**

Based on the Railroad Commission of Texas Public GIS Viewer, there are 8 pipelines of potential concern. One line was proposed by Knight Warrior LLC but was never built. The Knight Warrior pipeline has no effect on the proposed development and will not be addressed further in this report.

All the remaining pipelines are listed as “active” and are in one of three rights-of-way (ROWs). Two of the ROWs parallel each other and the southern fence line of the project and third ROW parallels the eastern fence line of the project.

All of the pipeline ROW is shared by or closely parallels high tension electrical transmission line ROW.

The proposed project will not encroach on any of the ROW and all of the buildings and structures will be significantly farther than 50 feet from the nearest pipeline.

**Performance Record of the Pipeline Operators**

The Texas RRC does not allow public access to enforcement records of intrastate pipeline operators. I have researched the PHMSA enforcement records for the listed PHMSA Operator Identification Numbers (OPIDS) for the years 2013 through 2017.

The only enforcement action I consider potentially significant was CPF 4-2017-5001 that involved Williams Olefins Feedstock Pipelines LLC (Williams Olefins). There were several issues alleged: failure to include all assets on the annual report; welder qualification issues; failure to examine buried pipeline that was exposed for external corrosion; failure to examine the internal surface of removed pipe for internal corrosion; and failure to address atmospheric corrosion. There was no allegation that the integrity of any pipeline was actually compromised. Williams did not contest the enforcement and paid a civil penalty of $253,900.

With respect to potential impact on the proposed development, none of the pipeline involved in the enforcement action was or is anywhere near the proposed development. Furthermore, I have worked with several other pipeline systems in the Williams family. Williams does not condone such performance. I was not involved with the projects that resulted in the enforcement but I assure you that Williams has taken action to preclude such circumstances in the future. If
anything, CPF 4-2017-5001 will assure that Williams Olefins will go to extraordinary lengths to assure all future maintenance and operation of its existing assets (including the 10” propane line that could impact the proposed development) is fully compliant with 49 CFR Part 195.

**PIPA Requirements**

See attached PIPA Compliance Matrix

Where a development involves a ROW as part of the development, the single most significant PIPA Recommended practice is typically ND06 “Require consideration of Pipeline Facilities in Land Development Design.” ND06 is usually addressed by incorporating a minimum setback of at least 50 feet from all pipelines and at least 10 feet from the edge of all ROW (whichever is greater). In the case of Provision at Lake Houston, all ROW is outside the perimeter fence and the 50/10-foot setback recommendations are exceeded by the inherent design of the project and all pipeline ROW will remain essentially undisturbed. Nonetheless, the Developer plans to employ flame retardant exterior building materials and fire suppression systems for the interiors, appropriate locations of building ingress and egress and comply with all PIPA Recommended Practices applicable to developers.

**Secondary Ingress/Egress**

As illustrated on the attached preliminary site plan, the main entrance to the proposed development is on the frontage road to US 90 and is a considerable distance from any pipelines. However, pipelines cross the US 90 frontage road both east and west of the main entrance to the development. However, given the distance between the points at which the pipelines cross the frontage road, an issue with the pipelines that cross to the east would not affect the pipelines that cross to the west and normal access to the site would still be available. However, egress would have to be by travel in the opposite-to-normal direction along the frontage road. On the other hand, in the event an issue with the pipelines that cross the frontage road to the west of the development closed the frontage road, the only access to the development would be by using the frontage road in the opposite-to-normal direction and egress would be in the normal direction.

Given the reliability of pipelines in general, this situation should be acceptable to local emergency response personnel.

In the event the frontage road is unavailable, it appears that a secondary entrance to proposed development will allow ingress and egress in an emergency. If the closure of the frontage road is due to a pipeline issue, the likelihood that the pipeline issue would affect the secondary entrance to the development is, in my opinion, extremely small. The need for the secondary entrance and the location of any secondary entrance will be discussed with the local emergency responders and potentially affected pipeline operators.
Closing

The proposed configuration of the Provision at Lake Houston Apartments is consistent with the current HUD MAP Guide requirements. Although the “10 feet from the outer boundary of the easement for any high-pressure gas or liquid petroleum transportation pipeline” requirement has been removed, all buildings are significantly more than 10 feet from any easement. With respect to PIPA, a setback of 50 feet is usually considered adequate for buildings and structures under PIPA Recommended Practice ND06. The proposed configuration of the Provision at Lake Houston Apartments provides for significantly more than 50 feet from any pipeline.

Although the proposed development has several interesting aspects regarding pipelines and pipeline safety, it appears that each has been or will be addressed by the Developer and, assuming everything happens as planned, implementation of the project should meet PIPA guidelines.

I would be happy to discuss this matter via e-mail at jjacobi@sbcglobal.net or via cell phone at 832-712-3098 at your convenience.

Thank you very much,

John A. Jacobi, P.E., J.D.
Independent Pipeline Consultant

CF: Ruben Esqueda, Provision at Lake Houston, LP

Attachments: Annotated Railroad Commission of Texas Map
Preliminary Site Plan
List of Pipelines Potentially Affecting the Provision at Lake Houston Apartments
PIPA Compliance Matrix
John A Jacobi, P.E. Bio
**Pipelines Potentially Affecting the Provision at Lake Houston Apartments**

**Houston (Harris County) TX 77049**

<table>
<thead>
<tr>
<th>Operator</th>
<th>Point of Contact</th>
<th>Pipeline</th>
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</thead>
<tbody>
<tr>
<td>Equistar Chemicals, LP (PHMSA OPID 25146) (Tx RRC T-4 Permit No. 5010)</td>
<td>Matthew Cesarz, Technical &amp; HSE Manager 16055 Space Center Blvd., Ste 350 Houston TX 77062 Phone: (281) 709-0626 Email: <a href="mailto:matthew.cesarz@lyb.com">matthew.cesarz@lyb.com</a></td>
<td>10.75” Hydrogen Gas S8-10” Hydrogen X52, 0.335” wt, MAOP 1440 (T-4 permit file, 6-21-2006)</td>
</tr>
<tr>
<td>Houston Pipe Line Company LP (Energy Transfer) (PHMSA OPID 32099) (Tx RRC T-4 Permit No. 0749)</td>
<td>Danny Nichols, Director-Intrastate Reg Compliance 1300 Main Street, Houston TX 77002 Phone: (713) 989-7232 Email: <a href="mailto:danny.nichols@energytransfer.com">danny.nichols@energytransfer.com</a></td>
<td>12.75” Natural Gas 3016 East Texas Line X24, 0.250” wt, MAOP 467 (T-4 permit file, 5-19-2003)</td>
</tr>
<tr>
<td>Magellan Operating Company, LLC (PHMSA OPID 22610) (Tx RRC T-4 Permit Nos. 9529 &amp; 9562)</td>
<td>Bob Miller, Supervisor Real Estate Services One Williams Center OTC-8 Tulsa, OK 74172 Phone: (918) 574-7393 Email: <a href="mailto:bob.miller@magellantlp.com">bob.miller@magellantlp.com</a></td>
<td>24” Crude Transmission Houstonlink Pipeline 20” Hazardous liquid Explorer Fauna 20” The RRC T-4 Permit numbers in the RRC GIS Mapping system do not correspond to any in the RRC Key Search files. Additional research required.</td>
</tr>
<tr>
<td>Targa NGL Pipeline LLC (PHMSA OPID 30626) (Tx RRC T-4 Permit No. 9752)</td>
<td>Tim Huffer Manager, Regulatory Compliance 1000 Louisiana Suite 4300 Houston TX 77002 Phone: (337) 583-4642 Email: <a href="mailto:thuffer@targaresources.com">thuffer@targaresources.com</a></td>
<td>20” propane Mont Belvieu System The RRC T-4 Permit numbers in the RRC GIS Mapping system do not correspond to any in the RRC Key Search files. Additional research required.</td>
</tr>
</tbody>
</table>
### Pipelines Potentially Affecting the Provision at Lake Houston Apartments

**Houston (Harris County) TX 77049**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
<th>Pipeline Details</th>
<th>Additional Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texstar Midstream Logistics PL, L.P.</td>
<td>Justin Gordon</td>
<td>18615 Tuscany Stone, Suite 275</td>
<td>(210)</td>
<td><a href="mailto:justin.gordon@texstarlogistics.com">justin.gordon@texstarlogistics.com</a></td>
<td>12.75” Crude Gathering (T-4 says refined products)</td>
<td>Houston Ship Channel Pipeline</td>
</tr>
<tr>
<td>(PHMSA OPID 39098) (Tx RRC T-4 Permit No. 8944)</td>
<td></td>
<td>San Antonio TX 78258</td>
<td>569-6729</td>
<td></td>
<td>Pipe Grade, wt &amp; MOP N/A (T-4 permit file, 2-12-2013)</td>
<td>Additional research required.</td>
</tr>
<tr>
<td>Williams Purity Pipelines, LLC</td>
<td>Katy Rich</td>
<td>One Williams Center</td>
<td>(918)</td>
<td><a href="mailto:katy.rich@williams.com">katy.rich@williams.com</a></td>
<td>10.75” propane (T-4 says NGL/Olefins)</td>
<td>Mont Belvieu to North Ship Channel Pipe Grade, wt &amp; MOP N/A (T-4 permit file, 12-19-2014)</td>
</tr>
<tr>
<td>(Williams Olefins Feedstock Pipelines, LLC)</td>
<td></td>
<td>Tulsa, OK 74172</td>
<td>573-5230</td>
<td></td>
<td></td>
<td>Additional research required.</td>
</tr>
<tr>
<td>(PHMSA OPID 32614) (Tx RRC T-4 Permit No. 9267)</td>
<td></td>
<td>Phone: (918)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knight Warrior LLC</td>
<td>Gabe McCown</td>
<td>Blueknight Energy Partners, L.P. 201</td>
<td>405-278-6405</td>
<td><a href="mailto:gmcown@bkep.com">gmcown@bkep.com</a></td>
<td>Pipeline was proposed but never built.</td>
<td></td>
</tr>
<tr>
<td>(Blueknight Energy Partners L.P.) (PHMSA OPID N/A)</td>
<td></td>
<td>N.W. 10th, Suite 200</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>(Tx RRC T-4 Permit No. 9419)</td>
<td></td>
<td>Oklahoma City, OK 73103</td>
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</tbody>
</table>

### Notes:

1. All of the lines are listed as intrastate lines by Texas Railroad Commission.
2. Points of contact are from the National Pipeline Mapping System.
3. The Knight Warrior pipeline was proposed but never built.
**Provision at Lake Houston PIPA Compliance Matrix**

**TDHCA Application # XXXXX**

**PIPA Property Developer/Owner Recommended Practices**
(PIPA Final Report of Recommended Practices, Nov. 2010 - no changes to PIPA Recommended Practices as of 2-20-18)

<table>
<thead>
<tr>
<th>No</th>
<th>Title and Practice Statement</th>
<th>Proposed Compliance Actions</th>
<th>Actual Compliance Actions</th>
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<tbody>
<tr>
<td></td>
<td><em>Baseline (BL) Recommended Practices</em></td>
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<tr>
<td>BL07</td>
<td>“Understand the Elements of a Transmission Pipeline Easement”</td>
<td>The Property Developers have secured/will secure and review copies of the relevant pipeline easements.</td>
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<td></td>
<td>Property developers/owners should have an understanding of the elements of and rights conveyed in a transmission pipeline easement.</td>
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<tr>
<td>BL08</td>
<td>“Manage Land Records”</td>
<td>All land use agreements will be in writing and, where appropriate, will be recorded. (None are anticipated)</td>
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<tr>
<td></td>
<td>Land use agreements between pipeline operators and property owners should be documented and managed and, when necessary, recorded.</td>
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<tr>
<td>BL09</td>
<td>“Document and Record Easement Amendments”</td>
<td>No easement amendments are contemplated. However, if any changes are necessary, they will be recorded.</td>
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<tr>
<td></td>
<td>Easement amendments should be documented, managed and recorded.</td>
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<tr>
<td>BL14</td>
<td>“Participate to Improve State Excavation Damage Prevention Programs”</td>
<td>The Property Developers will use “call before you dig” prior to initiation of construction activities and will support the Texas Railroad Commission’s Pipeline Damage Prevention Program.</td>
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<td></td>
<td>All pipeline safety stakeholders should participate in the work of organizations seeking to make improvements to state excavation damage prevention programs, especially efforts to reduce exemptions from participation in one-call systems.</td>
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<tr>
<td>ND02</td>
<td>“Gather Information for Design of Property Development near Transmission Pipelines”</td>
<td>All jurisdictional pipelines in the area of the proposed development have been identified through use of public mapping systems and visual inspection for pipeline markers and ROW. See attached list of pipelines potentially affecting Provision at Lake Houston</td>
<td></td>
</tr>
<tr>
<td>ND03</td>
<td>“Review Acceptability of Proposed Land Use of Transmission Pipeline Right-of-Way Prior to Design”</td>
<td>The Property Developers have reviewed the PIPA materials and retained a “qualified pipeline compliance consultant” to better understand and implement the PIPA process.</td>
<td></td>
</tr>
<tr>
<td>ND04</td>
<td>&quot;Coordinate Property Development Design and Construction with Transmission Pipeline Operator”</td>
<td>All pipeline operators on the attached list of pipelines potentially affecting Provision at Lake Houston will be contacted to assure that the concerns of the pipeline operators will be addressed.</td>
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<tr>
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<tr>
<td><strong>ND06</strong></td>
<td>&quot;Require Consideration of Transmission Pipeline Facilities in Land Development Design&quot; Whenever development is proposed on property containing transmission pipeline facilities, local governments should require that the submitted land development plans address in detail the steps necessary to safely integrate the transmission pipeline into the design of the project.</td>
<td>The Property Developers have been and are integrating the presence of the pipelines through use of building setbacks, through the use of flame retardant building materials, the use of appropriate location of building ingress and egress, as well as appropriate land use (e.g., green space &amp; parking).</td>
<td></td>
</tr>
<tr>
<td><strong>ND07</strong></td>
<td>&quot;Define Blanket Easement Agreements When Necessary&quot; Upon request by the landowner, a transmission pipeline easement agreement may be defined to an acceptable, reasonable, and safe width and explicit location. State statutes or local government regulations may require easements to be defined prior to the approval of rezoning, subdivision plats and development permits.</td>
<td>Not applicable. The easements are well defined. There are no blanket easements and no easements cross the site.</td>
<td></td>
</tr>
<tr>
<td><strong>ND08</strong></td>
<td>&quot;Collaborate on Alternate Use and Development of Transmission Pipeline Right-of-Way&quot; Property developers/owners, local governments and transmission pipeline operators may collaborate on alternative use of the transmission pipeline right-of-way and related maintenance.</td>
<td>The proposed development will have virtually no impact on ROW and/or potential pipeline maintenance activities because none of the pipelines are on the proposed site.</td>
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<td><strong>New Development (ND) Recommended Practices (continued)</strong></td>
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<tr>
<td>ND10</td>
<td>&quot;Record Transmission Pipeline Easements on Development Plans and Final Plats&quot;</td>
<td>The Property Developers will comply with all appropriate recording requirements. No pipelines are located on the actual site.</td>
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<td></td>
<td>Local governments should require all recorded development plans and final plats to clearly show the location of transmission pipeline easements and identify the pipeline operators.</td>
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<tr>
<td>ND11</td>
<td>&quot;Reduce Transmission Pipeline Risk through Design and Location of New Parking Lots and Parking Structures&quot;</td>
<td>Not applicable – there are no pipelines on the site.</td>
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<tr>
<td></td>
<td>Parking lots and parking structures should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and to reduce potential interference with transmission pipeline maintenance and inspections.</td>
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<tr>
<td>ND12</td>
<td>&quot;Reduce Transmission Pipeline Risk through Design and Location of New Roads&quot;</td>
<td>Not applicable – there are no pipelines on the site.</td>
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<td>Roads and associated appurtenances should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and reduce the potential of interference with pipeline operations and maintenance.</td>
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<td><strong>New Development (ND) Recommended Practices (continued)</strong></td>
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<tr>
<td>ND13</td>
<td>&quot;Reduce Transmission Pipeline Risk through Design and Location of New Utilities and Related Infrastructure&quot;&lt;br&gt;Utilities (both above and below ground) and related infrastructure should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and to reduce the potential of interference with transmission pipeline maintenance and inspections.</td>
<td>Not Applicable – there are no pipelines on the site.</td>
<td></td>
</tr>
<tr>
<td>ND14</td>
<td>&quot;Reduce Transmission Pipeline Risk through Design and Location of Aboveground Water Management Infrastructure&quot;&lt;br&gt;Storm water and irrigation water management facilities, retention ponds, and other above-ground water management infrastructure should be preferentially located and designed to reduce the consequences that could result from a transmission pipeline incident and to reduce the potential of interference with transmission pipeline operations and maintenance.</td>
<td>No storm water management facilities, retention ponds, or other above-ground water management infrastructure is proposed on or near pipeline ROWs.</td>
<td></td>
</tr>
<tr>
<td>ND15</td>
<td>&quot;Plan and Locate Vegetation to Prevent Interference with Transmission Pipeline Activities&quot;&lt;br&gt;Trees and other vegetation should be planned and located to reduce the potential of interference with transmission pipeline operations, maintenance, and inspections.</td>
<td>Not Applicable – there are no pipelines on the site.</td>
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<td><strong>New Development (ND) Recommended Practices (continued)</strong></td>
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</tr>
<tr>
<td>ND16</td>
<td>&quot;Locate and Design Water Supply and Sanitary Systems to Prevent Contamination and Excavation Damage&quot;</td>
<td>Not applicable – there are no pipelines on the site.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Individual water supplies (water wells), small public/private water systems and sanitary disposal systems (septic tanks, leach or drain fields) should be designed and located to prevent excavation damage to transmission pipelines, interference with transmission pipeline maintenance and inspections, and environmental contamination in the event of a transmission pipeline incident.</td>
<td></td>
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<tr>
<td>ND17</td>
<td>&quot;Reduce Transmission Pipeline Risk in New Development for Residential, Mixed-Use, and Commercial Land Use&quot;</td>
<td>See the proposed project layout (copy attached). Consequences of a pipeline incident are minimized by architectural design and building setback. Access to pipelines for maintenance will not be affected by the proposed project.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New development within a transmission pipeline planning area (see PIPA Recommended Practice BL06) should be designed and buildings located to reduce the consequences that could result from a transmission pipeline incident and to provide adequate access to the pipeline for operations and maintenance.</td>
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<td><strong>New Development (ND) Recommended Practices (continued)</strong></td>
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<tr>
<td>ND18</td>
<td>&quot;Consider Transmission Pipeline Operation Noise and Odor in Design and Location of Residential, Mixed- Use, and Commercial Land Use Development&quot;</td>
<td>There are no non-pipeline appurtenances (compressor stations, pump stations, blowdowns, etc.) near enough to the proposed development to cause any noise or odor issues absent a catastrophic pipeline failure.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consider noise, odor and other issues when planning and locating developments near above-ground transmission pipeline facilities, such as compressor stations, pumping stations, odorant equipment, regulator stations and other pipeline appurtenances.</td>
<td></td>
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</tr>
<tr>
<td>ND19</td>
<td>&quot;Reduce Transmission Pipeline Risk through Design and Location of New Industrial Land Use Development&quot;</td>
<td>Not applicable. The proposed development is not an industrial development.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New industrial land use development within a transmission pipeline planning area (see PIPA Recommended Practice BL06) should be designed and buildings located to reduce the consequences that could result from a transmission pipeline incident and reduce the potential of interference with transmission pipeline operations and maintenance.</td>
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<td><strong>New Development (ND) Recommended Practices (continued)</strong></td>
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<tr>
<td>ND20</td>
<td>&quot;Reduce Transmission Pipeline Risk through Location, Design, and Construction of New Institutional Land Use Developments&quot;</td>
<td>Not applicable. The proposed development is not an institutional facility.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New development of institutional facilities that may be difficult to evacuate within a transmission pipeline planning area (see PIPA Recommended Practice BL06) should be designed and the facilities located and constructed to reduce the consequences that could result from a transmission pipeline incident. Such facilities should also be located to reduce the potential of interference with transmission pipeline operations and maintenance activities. Emergency plans for these facilities should consider potential transmission pipeline incidents.</td>
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</tr>
<tr>
<td>ND21</td>
<td>&quot;Reduce Transmission Pipeline Risk through Design and Location of New Public Safety and Enforcement Facilities&quot;</td>
<td>Not applicable. No new emergency responder facilities are associated with the proposed development. Secondary ingress/egress will be coordinated with emergency responders.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New development of emergency responder facilities within a transmission pipeline planning area (see PIPA Recommended Practice BL06) should be designed and the facilities located and constructed to reduce the consequences that could result from a transmission pipeline incident. Such facilities should also be designed and located to avoid the potential of interference with pipeline operations and maintenance. Planning for these facilities should include emergency plans that consider the effects of a transmission pipeline incident.</td>
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<tr>
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<td></td>
<td><strong>New Development (ND) Recommended Practices (continued)</strong></td>
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</tr>
<tr>
<td>ND22</td>
<td>&quot;Reduce Transmission Pipeline Risk through Design and Location of New Places of Mass Public Assembly (Future Identified Sites)&quot;</td>
<td>Not applicable. There are no places of potential mass public assembly (stadiums, ball parks, churches, auditoriums, etc.) proposed as part of the proposed development.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New development of places of potential mass public assembly within a transmission pipeline planning area (see PIPA Recommended Practice BL06) should be designed and the facilities located and constructed to reduce the consequences of a potential transmission pipeline incident, the risk of excavation damage to the pipeline, and the potential of interference with transmission pipeline operations and maintenance. Planning for these facilities should include emergency plans that consider the effects of a potential pipeline incident.</td>
<td></td>
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</tr>
<tr>
<td>ND23</td>
<td>&quot;Consider Site Emergency Response Plans in Land Use Development&quot;</td>
<td>These issues will be coordinated with the pipeline operators and local emergency responders. There appear to be no unique circumstances associated with the proposed development that would require any unusual provisions with respect to site emergency response plans. See ND21, above.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Emergency response plan requirements should be considered in new land use development within a planning area (see PIPA Recommended Practice BL06) to reduce the risks of a transmission pipeline incident.</td>
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<tr>
<td>ND24</td>
<td>&quot;Install Temporary Markers on Edge of Transmission Pipeline Right-of-Way Prior to Construction Adjacent to Right-of-Way&quot;</td>
<td>This will be accomplished during the construction phase of the project.</td>
<td></td>
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<tr>
<td></td>
<td>The property developer/owner should install temporary right-of-way (ROW) survey markers or fencing on the edge of the transmission pipeline ROW or buffer zone, as determined by the transmission pipeline operator, prior to construction to provide a clearly defined boundary. The property developer/owner should ensure that the temporary markers or fencing are maintained throughout the course of construction.</td>
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<tr>
<td>ND25</td>
<td><strong>&quot;Contact Transmission Pipeline Operator Prior to Excavating or Blasting&quot;</strong>&lt;br&gt;Anyone planning to conduct excavating, blasting and/or seismic activities should consult with affected transmission pipeline operators well in advance of commencing these activities. Excavating and blasting have the potential to affect soil stability or lead to movement or settling of the soil surrounding the transmission pipeline.</td>
<td>The pipeline operators will be notified both as part of the call-before-you-dig process and as a matter of courtesy in appreciation of their cooperation during the planning process. No blasting is contemplated as part of the construction and no excavation in any pipeline ROW is contemplated.</td>
<td></td>
</tr>
<tr>
<td>ND26</td>
<td><strong>&quot;Use, Document, Record and Retain Encroachment Agreements or Permits&quot;</strong>&lt;br&gt;Encroachment agreements should be used, documented, recorded and retained when a transmission pipeline operator agrees to allow a property developer/owner or local government to encroach on the pipeline right-of-way for a long or perpetual duration in a manner that conflicts with the activities allowed on the easement.</td>
<td>Not applicable. No encroachments are contemplated for the proposed development. No pipelines are on the proposed site.</td>
<td></td>
</tr>
<tr>
<td>ND27</td>
<td><strong>&quot;Use, Document and Retain Letters of No Objection and Conditional Approval Letters&quot;</strong>&lt;br&gt;Transmission pipeline operators may use, document and retain &quot;letters of no objection&quot; in agreeing to land use activities on or near a transmission pipeline right-of-way. Such land uses may or may not be temporary.</td>
<td>The Property Developer will maintain an archive of all correspondence with the pipeline operators.</td>
<td></td>
</tr>
<tr>
<td>ND28</td>
<td><strong>&quot;Document, Record and Retain Partial Releases&quot;</strong>&lt;br&gt;Partial releases may be used to allow some part of the transmission pipeline right-of-way to be released from certain easement conditions, and should be documented, recorded and retained.</td>
<td>Not applicable. No partial releases are anticipated as part of the proposed development.</td>
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</tbody>
</table>
2018 HTC
Full Application

Part 1 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.
Applicant Eligibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

MICHAEL KOEHLER
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 17140639
My Commission Expires 08-28-2021
2018 Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Laolu Yemitan

Printed Name

Member

Title

2-23-18

Date

THE STATE OF TEXAS

COUNTY OF HARRIS

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

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

(Seal)

ITALIA GALVAN
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 12/19/2020
NOTARY ID 13093706-1

Notary Public Signature

Page 6 of 6
2018 Applicant Eligibility Certification

By: __________

Signature of Authorized Representative

_____________________

Jervon Harris

Printed Name

_____________________

Member

Title

Feb 23, 2018

Date

THE STATE OF

Texas


COUNTY OF Harris


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

Jervon Harris, known to me to be the person whose name is

subscribed to the foregoing document and, being by me first duly sworn, declared and certified

that the statements therein contained are true and correct.

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

(Seal)

Notary Public Signature
2018 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification

NA
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

1. Applicant Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ruben Esqueda</td>
<td>(417) 447-5538</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:resqueda@gardnercapital.com">resqueda@gardnercapital.com</a></td>
<td>(417) 447-5538</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>4803 South National, Suite 1501</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street</td>
<td>MO 65810</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Zip</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Second Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>(512) 789-1295</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>1305 E 6th, Ste 12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Consultant Contact (if applicable)

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Office</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>(512) 789-1295</td>
<td></td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 1 Tab 6

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

### Criteria Promoting Development of High Quality Housing

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

High Quality Housing Total 17

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

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

Serve and Support Texans Most In Need Total 49

### Criteria Promoting Community Support and Engagement

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

Community Support and Engagement Total 11

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

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

Efficient Use of Limited Resources and Applicant Accountability Total 43

### Point Deductions

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

Total Application Self Score 120
1. **Development Address (All Programs)**

   E Side of Hwy 90 at S. Lake Houston Pkwy.
   
   **Address**
   6 77049  Harris  Urban
   **City**
   
   **Region**
   **Zip**
   **County**
   **Rural/Urban**

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

   **Census Tract Number** 48201232401  **QCT?** No  **Median Household Income:** 53709.00  **Quartile:** 2q  **Poverty Rate:** 18.4

   The poverty rate for the census tract is above 40% (55% for Regions 11 or 13), and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

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

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

   - [X] **Twice the State Average Per Capita.** The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private activity Bonds. (QAP §11.3(c))
   - [X] **One Mile Three Year Rule.** The proposed Development is located outside an MSA or in a county with a population of less than one million OR is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a new construction or terminated/withdrawn HTC or Bond development serving the same type of household. (QAP §11.3(d))
   - [X] **Limitations on Developments in Certain Census Tracts.** The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (QAP §11.3(e))

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

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

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

   Residents of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tice Elementary</td>
<td>PK through X</td>
<td>5</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Cobb 6th Grade Campus</td>
<td>6 through X</td>
<td>6</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Cunningham Middle</td>
<td>7 through X</td>
<td>8</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>North Shore Senior High</td>
<td>9 through X</td>
<td>12</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

   - School district has no attendance zones and the closest schools are listed.
   - The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2017 Met Standard rating by the Texas Education Agency, and the Undesirable Neighborhood Characteristics Report and required documentation has been submitted.

If revised form submitted, date of submission: ________________
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
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](https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t)
- Twice the State Average of Units Per Capita
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household
- 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;
  - UNCR if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year.
  - For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is included
  - For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of §10.204(4) of the Uniform Multifamily Rules is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Provision at Lake Houston
Street Map

Source: Google Maps
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents: Census Tract Map
Map from https://www.census.gov/geo/maps-data/maps/2010tract.html. See that southern boundary of tract 48201232401 is indicated by a line with squares, which is described as a pipeline or power line. GIS maps of census tracts do not have the tract boundary on the pipeline/power line as specified on the Census PDF maps.
Census tract boundary

Hello,

We have double checked; yes, the reference map is correct showing that the boundary is the pipeline.

Thanks,

Geographic Customer Service Branch
Geography Division
U.S. Census Bureau
4600 Silver Hill Road - Mail Stop 7400
Washington, D.C. 20233-7400
(301) 763-1128

Subscribe to updates about the TIGER/Line Shapefiles and other geographic products on our website: http://www.census.gov/geo/

Who can tell me which is correct? Is the PDF 2010 reference map correct when it says that the boundary is the pipeline/power line?

Regards,

Alyssa Carpenter
On Tue, Feb 6, 2018 at 1:16 PM, GEO Geography (CENSUS/GEO)
<geo.geography@census.gov> wrote:
> Good afternoon,
>
> I'm emailing in regards to your emails and voice message about a census
tract boundary discrepancy/change. To submit any such requests you would
need to contact your local government. Statistical entity boundaries
generally are reviewed by local, state, or tribal governments and can have
changes to adjust boundaries to visible features to better define the
geographic area each encompasses or to account for shifts and changes in the
population distribution within an area. The Participant Statistical Areas
Program (PSAP) is an opportunity to provide updates to statistical
boundaries for the 2020 Census. You can find their website here: . The
contact info can be found on the PSAP flyer:
> https://www2.census.gov/geo/pdfs/partnerships/psap/PSAP-flyer.pdf
>
> Thanks,
>
>
> Geographic Customer Service Branch
> Geography Division
> U.S. Census Bureau
> 4600 Silver Hill Road - Mail Stop 7400
> Washington, D.C. 20233-7400
> (301) 763-1128
>
> Subscribe to updates about the TIGER/Line Shapefiles and other geographic
products on our website: http://www.census.gov/geo/
Hello:

I have been communicating with Fay Dahlquist about this matter. I need definitive confirmation about the census tract boundary of Texas Harris County Census Tract 2324.01 between CO 526/S Lake Houston Parkway and Uvalde Rd? Your 2010 PDF reference map at https://www.census.gov/geo/maps-data/maps/2010tract.html clearly show the boundary as the power lines per the map key definition of a line with squares. However, the Tiger maps show the boundary about 295 feet north of the power lines through wooded area. I am assuming this is a discrepancy with the GIS mapping not matching the power line, but can someone please confirm? Can you please confirm that the boundary of Texas Harris County census Tract 2324.01 between CO 526/S Lake Houston Parkway and Uvalde Rd is the power line? Thank you.

Regards,

Alyssa Carpenter
Alyssa Carpenter <ajcarpen@gmail.com>  

Thank you, Fay. Can you confirm that the boundary of census tract 2324.01 does indeed follow the power lines between CO 526/S Lake Houston Parkway and Uvalde Rd?

Regards,

Alyssa Carpenter

On Wed, Jan 10, 2018 at 12:19 PM, Census Help <census.help@census.gov> wrote:

Greetings Alyssa,

Your request has been resolved.

Case #: GS-46338
Subject: Discrepancy in census tract boundaries
Status: Resolved-Completed

Response Time Stamp:

1/10/18 12:19 PM

Alyssa,

I meant that you can not see the same detail in the PDF that you can in a shapefile. The tract follows the powerline until it reaches CO RD 526 and then it follows that south. I looked at the tract in TIGERweb Decennial (https://tigerweb.geo.census.gov/tigerwebmain/TIGERweb_apps.html). And saw that the difference is due to the roads in the area being reshaped to match imagery. I am including a screenshot below of the section of the tract in TIGERweb Decennial so you can compare it with the previous screenshot I sent.

Regards,

Fay Dahlquist

On Wed, Jan 10, 2018 at 12:19 PM, Census Help <census.help@census.gov> wrote:

Hi, Fay: So that means that the boundary does not follow the power line, as indicated on the PDF file? Are you saying that there is not a discrepancy in the Tigerfile that unintentionally does not follow the power line? I have seen other instances where the power lines were not being followed in the shape files when the PDF reference map clearly states that the boundary is the power lines. I wanted to confirm whether this was a mapping issue, but are you telling me that your PDF census reference map is wrong?

Alyssa,

Thank you for contacting us with your question. While on the PDF you can see that the particular section you are questioning comes to a point you are not abel to see the detail as the GIS shapefile. I looked at the same area in TIGERweb (https://tigerweb.geo.census.gov/tigerweb/) and when you zoom into the area it is showing the same as the GIS file. Please see screenshot below.

Let me know if you have further questions.

Regards,

Fay Dahlquist
To provide an additional comment or question related to this case, please click here.

Very respectfully,
U.S. Census Bureau Customer Support

Please do not respond to this automated message. In case of an error, please contact us directly (click here).

Copyright ©2017 Census Bureau. All rights reserved.
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution

NA
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
To: Whom It May Concern

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

Effective Date: January 1, 2018

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

All applicable development regulations and subdivisions laws can be obtained through a review of the City Code of Ordinances, which is located on the City of Houston internet site accessed through www.houstonplanning.com or www.houstontx.gov/planning.
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA's base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/26/2018 at 3:16:58 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: base map imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Supporting Documents:
Educational Quality
Accountability Rating

Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>668</td>
<td>851</td>
<td>78</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>468</td>
<td>1,000</td>
<td>47</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>702</td>
<td>1,600</td>
<td>44</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>STAAR Score</td>
<td>41.0</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>41</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
2017 Accountability Summary

COBB 6TH GRADE CAMPUS (101910045) - GALENA PARK 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>1,586</td>
<td>2,214</td>
<td>72</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>357</td>
<td>1,200</td>
<td>30</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>502</td>
<td>1,200</td>
<td>42</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th></th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>12 out of 14 = 86%</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>
</tbody>
</table>

Total 26 out of 28 = 93%

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

TEA | Academics | Performance Reporting Page 1 August 15, 2017
TXAS EDUCATION AGENCY
2017 Accountability Summary
CUNNINGHAM MIDDLE (101910044) - GALENA PARK ISD

Accountability Rating
Met Standard

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

Did Not Meet Standards on
- NONE

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

Performance Index Report

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Student Achievement</td>
<td>2,515</td>
<td>3,344</td>
<td>75</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>521</td>
<td>1,200</td>
<td>43</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>780</td>
<td>2,000</td>
<td>39</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td>39.3</td>
<td>39</td>
<td></td>
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</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th>Indicator</th>
<th>Percentage Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>20 out of 30 = 67%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>12 out of 12 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Total | 32 out of 42 = 76% |

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

Performance Index Report

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 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>5,291</td>
<td>6,840</td>
<td>77</td>
</tr>
<tr>
<td>2 - Student Progress</td>
<td>302</td>
<td>1,200</td>
<td>25</td>
</tr>
<tr>
<td>3 - Closing Performance Gaps</td>
<td>1,125</td>
<td>2,400</td>
<td>47</td>
</tr>
<tr>
<td>4 - Postsecondary Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Score</td>
<td>16.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate Score</td>
<td>22.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Plan Score</td>
<td>21.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postsecondary Component Score</td>
<td>16.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

System Safeguards

Number and Percentage of Indicators Met

<table>
<thead>
<tr>
<th></th>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
<td>23 out of 28 = 82%</td>
</tr>
<tr>
<td>Participation Rates</td>
<td>14 out of 14 = 100%</td>
</tr>
<tr>
<td>Graduation Rates</td>
<td>6 out of 7 = 86%</td>
</tr>
<tr>
<td>Total</td>
<td>43 out of 49 = 88%</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsrv1.tea.texas.gov/perfreport/account/2017/index.html
2018 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
  Bond Application
  No Objection Resolution

NA
2018 HTC
Full Application

Part 2 Tab 9

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

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

| health-related facility (3 miles) |  |
| licensed center serving children (2 miles) |  |
| university or community college (5 miles) |  |
| census tract with ≥27% associate degrees adults aged ≥25 |  |
| outdoor recreation facility available to public (1 mile) |  |
| community, civic or service organization (1 mile) |  |
| delivered meals service |  |

- 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 radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

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

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

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

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

- **No** Wholly or partially within a Colonia (Note: Not eligible if application qualifies for Opportunity Index points);
- **No** Entirely within the boundaries of an Economically Distressed Area (Note: Not eligible if application qualifies for Opportunity Index points);
- **Yes** Entirely within a census tract that does not have a Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report;
- **No** 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;
- **No** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have a Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 150,000 or more, and will not apply in the At-Risk Set-Aside.

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

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

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

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

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

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

- Region: 6 Urban
- Development is in an Urban Area.
- Application includes a copy of the plan or a link to the online plan and a description of where specific information required can be found in the plan.
- Plan is current at the time of Application and officially continues for a minimum of three years thereafter.
- Plan has been adopted by the municipality or county and resolution or certification is attached.
- Letter from appropriate local official, target area map, and supporting documentation are provided.
- Development is explicitly identified by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality, county or distinct district; resolution stating such is provided.
- Evidence of sufficient, documented and committed funding to accomplish the plan’s purposes on its established timetable is provided.
- No points were claimed for Opportunity Index, but location would qualify for at least 4 points under §11.9(c)(4)(B):
  - A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
  - No members of the Applicant or Affiliates had an ownership position in a selected amenity or served on the board or staff of a nonprofit that owned or managed a selected amenity within the year preceding the Pre-Application Final Delivery Date.
  - OR
Development has been leased at 85% or more for the six months preceding Application by low income households (excluding unlivable units identified in CNA);

AND

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

AND, if applicable,

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

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

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

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

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

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

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

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

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.

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

Application meets all of the following requirements:

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

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

Application includes evidence that appropriate zoning will be in place at award.
2018 HTC
Full Application

Part 2 Tab 10

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

- **x** Opportunity Index (Competitive HTC and Direct Loan Only)
  - Map with Development Site boundaries indicated, relative to census tract boundaries
  - N/A Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
  - Map(s) of Community Assets with Development, radius, and each asset labeled
  - Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements

- **x** 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](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)

- **N/A** 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](https://www.neighborhoodscout.com)

- **x** Print-out from THECB website confirming accreditation of university or community college
  - [http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm)

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

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

- **x** Evidence of Underserved Area (Competitive HTC and Direct Loan Only)
  - **n/a** For Colonia:
    - n/a Evidence from Attorney General of Colonia boundaries; and
      - [https://www.texasattorneygeneral.gov/cpd/colonias](https://www.texasattorneygeneral.gov/cpd/colonias)
    - n/a 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
    - n/a Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

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

- **x** For other items:
  - Development must be awarded 2002 or earlier for 15-year threshold and 1987 or earlier for 30-year threshold.
  - The Site Demographic Characteristics Report is posted on the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

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

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

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

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

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

### Readiness to Proceed
- [ ] The county in which the Development Site is located is listed on the 2018 List of Declared Disaster Areas eligible for points under 10 TAC §11.9(c)(8) (no further documentation is required).
  - Evidence that the Applicant meets the requirements for Readiness to Proceed. Pursuant to 10 TAC 11.9(c)(8), the Application must include evidence that appropriate zoning will be in place at award (July 26, 2018).
  - Application includes evidence that appropriate zoning will be in place at award.
  - Further, the Application must include evidence that the Applicant will close all financing and fully execute the construction contract on or before the last business day of October 2018. Examples of the kinds of documentation that may be used to evidence those milestones are listed below. Applicants may select any of these items, or use the “Other” selections to describe the evidence presented.
  - Each piece of evidence provided must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements. If evidence is not included behind this tab, use the space to describe where in the Application the evidence can be found. Evidence may include, but is not limited to:
  - [ ] Loan or equity commitments with evidence of completed due diligence
  - [ ] Confirmation from lender that non-refundable application and/or due diligence fee has been paid to lender and/or equity provider
  - [ ] Documentation from lender of the lenders’ critical path schedule for underwriting and approval including when application fees will be paid and third party reports reviewed.
  - [ ] Evidence from lender that the lenders’ third party reports have been ordered
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signed architect contract</td>
<td>See attached contract</td>
</tr>
<tr>
<td>Critical path schedule with specific anticipated date for each milestone</td>
<td>See attached critical path schedule from the architect</td>
</tr>
<tr>
<td>Permit-ready architectural plans</td>
<td>Permit-ready architectural plans are uploaded to the FTP server as a</td>
</tr>
<tr>
<td></td>
<td>separate file</td>
</tr>
<tr>
<td>Evidence that Site Plan has been submitted for permit and received by the</td>
<td>Evidence that site development permit application has been submitted</td>
</tr>
<tr>
<td></td>
<td>and received by the appropriate permitting authority</td>
</tr>
<tr>
<td>Description from architect of record of current stage of architectural</td>
<td>See attached critical path schedule from the architect for statement</td>
</tr>
<tr>
<td>plans</td>
<td>regarding plans</td>
</tr>
<tr>
<td>Description of timing for property acquisition</td>
<td>See attached project execution plan from developer</td>
</tr>
<tr>
<td>Description of timing for construction permits</td>
<td>See construction contract for timing of construction permits</td>
</tr>
<tr>
<td>Evidence of selection of construction contractor</td>
<td>Contractor has been selected as evidenced by signed construction</td>
</tr>
<tr>
<td>Description of timing for execution of construction contracts</td>
<td>Contract has been executed and is attached</td>
</tr>
<tr>
<td></td>
<td>For any applicable public entity, evidence that contract procurement(</td>
</tr>
<tr>
<td></td>
<td>s) has been issued per 2 CFR 200</td>
</tr>
<tr>
<td></td>
<td>For any applicable public entity, evidence that contract procurement(s)</td>
</tr>
<tr>
<td></td>
<td>has been completed per 2 CFR 200</td>
</tr>
<tr>
<td>Detailed construction schedule including groundbreaking, start of site</td>
<td>See construction contract for detailed construction schedule</td>
</tr>
<tr>
<td>work, start of vertical construction, etc.</td>
<td></td>
</tr>
<tr>
<td>Project execution plan</td>
<td>See attached project execution plan from developer</td>
</tr>
<tr>
<td>Other (describe):</td>
<td></td>
</tr>
</tbody>
</table>
Opportunity Index
1-Mile Radius

(XII) Jim and JoAnn Fonteno Family Park

(XIII) Christian Tabernacle Church

(X) Associates Degree ≥27%

(XIV) Interfaith Meals on Wheels
Provision at Lake Houston
2-mile Radius Map

Site

(VI) Wallisville KinderCare
Provision at Lake Houston
3-mile Radius Map

- Site
- Normandy Urgent Care Center PA
- (IX) San Jacinto College North (closer than 5 miles)
- Excellence ER Wallisville
Map from https://www.census.gov/geo/maps-data/maps/2010tract.html. See that southern boundary of tract 48201232401 is indicated by a line with squares, which is described as a pipeline or power line. GIS maps of census tracts do not have the tract boundary on the pipeline/power line as specified on the Census PDF maps.

Site will always be to the north of the power lines and completely within the boundaries of 2324.01.
Provision at Lake Houston
Opportunity Index

Census Tract 48201232401 has a median household income within the two highest quartiles of region with a poverty percentage of less than 20%.

<table>
<thead>
<tr>
<th>Region</th>
<th>Census Tract</th>
<th>County</th>
<th>Census Tract</th>
<th>Median Income</th>
<th>Poverty R</th>
<th>Q1 Income</th>
<th>Median Ho</th>
</tr>
</thead>
<tbody>
<tr>
<td>2500</td>
<td>6 48201232200 Harris</td>
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Census Tract 48201232401 has an associate degree percentage of ≥ 27%.

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<td>Christian Tabernacle Church</td>
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<td>Interfaith Ministries Meals on Wheels</td>
<td>3303 Main St.</td>
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<td>Associates Degree- 29.65%</td>
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WALLISVILLE | (281)-656-1427

Excellence ER – Wallisville

Located in the East Houston neighborhood of Wallisville, this Excellence ER location provides personalized emergency services 24 hrs. a day! 7 days a week. Our board certified physicians and support staff work tirelessly providing trauma and injury care, cardiology, and OB-GYN services. This Excellence ER’s state-of-the-art equipment includes CT scanners, X-ray and ultrasound machines, and more for your emergency service. We love to hear from the wonderful people in the communities we serve!
NORMANDY URGENT CARE, TX

Our experienced staff is ready to treat any acute illness or medical need that is not life-threatening.

Normandy Urgent Care is located at the Normandy Street of Houston, Texas.

Texas Urgent Cares provide walk-in, extended hour access for acute illness and injury care that are either beyond the scope or availability of the typical primary care practice or retail clinic. Texas Urgent Cares are however not a replacement for emergency rooms. There are over 8,500 urgent care centers in the US. Urgent Care Centers have a broader and deeper scope of services than retail clinics, but as described above, they are not equivalent to emergency rooms.

779 Normandy St,
Houston, TX 77015

CALL US: (713) 453-8900
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: 184831-747
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: KINDER CARE NO 802
Location Address: 14614 WALLISVILLE RD
                  HOUSTON, TX 77049
Mailing Address: 14614 WALLISVILLE RD
                HOUSTON, TX 77049
Phone Number: 713-451-1003
County: HARRIS
Website Address: www.kindercare.com
Email Address:
Administrator/Director Name: Tammy Whitaker
Type of Issuance: Full Permit
Issuance Date: 10/24/1986
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 123
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 123
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No
Two Year Inspection Summary

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

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

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

  10 - Inspections
  0 - Assessments
  1 - 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, 1421 standards were evaluated for compliance at this operation.

- Of the standards evaluated 10 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:

  4 were weighted as High
  4 were weighted as Medium - High
  2 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low
Click on the weight to see additional details about each deficiency.

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
One College. Multiple Locations.

We're close to you.

Contact us at 281-998-6150

Wherever you live or work in Greater Houston, San Jacinto College is nearby. Our three main campuses and 12 extension centers bring people together for all kinds of academic pursuits, workforce training and frequent gatherings of civic and non-profit groups.

We serve the diverse, bustling community of Harris County — the most populous county in Texas. It's an ideal setting for our many industry partnerships with national leaders in aerospace, healthcare, maritime and petrochemical industries.

San Jacinto College District Map

Overview
Maps & Directions
More Information
Contact Information

CENTRAL CAMPUS

Our flagship campus, San Jacinto Central, is in the heart of Pasadena — one of the largest cities in Harris County. We've been serving Greater Houston since 1961, and today nearly 13,000 students attend classes at San Jac Central. To ensure student and employer success, we've invested millions of dollars in first-class research labs and academic facilities on our 150-acre Central Campus.

8150 Spencer Hwy.
Pasadena, TX 77505
281-998-6150
Map | Directions
Printable PDF of campus map with buildings

NORTH CAMPUS

Nearly 8,000 students attend classes at our North Campus — home to acclaimed programs in diesel mechanics, paralegal training, real estate and computer technology. The gorgeous, 104-acre wooded campus is a convivial hub for the North Channel community and also offers a wide array of health science and technical programs.

5800 Uvalde
Houston, TX 77049
281-998-6150
Map | Directions

SOUTH CAMPUS

Our South Campus neighbors include NASA-Johnson Space Center and the Texas Medical Center, which support our celebrated programs in science, engineering and health. Students come to San Jac from across the globe to take advantage of our unique academic offerings and meaningful college experience.

14735 Beamer Rd.
Houston, TX 77089
281-998-6150
Map | Directions
Printable PDF of campus map with buildings
District Offices

San Jacinto College District Building (A.1)
4624 Fairmont Parkway, Pasadena, TX 77504

The following offices are housed in this building:
- Chancellor: Vice Chancellor & College President
- Vice Chancellor: Finance
- Vice Chancellor: Marketing
- Vice Chancellor: Public Affairs
- Facilities Services
- Research & Institutional Effectiveness
- Curriculum & Assessment
- Educational Technology
- San Jacinto College Foundation

San Jacinto College District Building (A.2)
4620 Fairmont Parkway, Pasadena, TX 77504

The following offices are housed in this building:
- Human Resources
- Safety
- Health & Risk Management
- Auxiliary Services
- Contracts & Purchasing
- Payroll
- Business Office

Extension Centers

We offer several programs that are best taught in specialized facilities. These extension centers make it convenient for students, professionals and people from the community to take advantage of all types of learning opportunities, including GED preparation, ESOL, personal enrichment, workforce training, professional development and a wide variety of academic courses and technical training programs.

Clear Lake High School Extension Center

2920 Bay Area Blvd
Houston, TX 77058
Directions

Galena Park High School Extension Center

1000 Kemp St
Galena Park, TX 77547
Directions

La Porte College Center

752 South Broadway
La Porte, TX 77571
Directions

Technical Training Center
Aerospace Academy

2101 NASA Pkwy, Bldg 12, Mail Code AD4
Houston, TX 77098

Small Business Development Center

4117 Broadway
Pearland, TX 77581

Small Business Development Center

203 B1
Deer Park, TX 77536

Sheldon Early College High School

G.E. King High School
840 E. King Pkwy.
Houston, TX 77044

Clear Horizons Early College High School

13750 Bearherd Road, Box 915
Houston, TX 77089

Pasadena Early College High School

at Pasadena High School
206 South Shearer
Pasadena, TX 77506

Galena Park CTE Early College High School

5800 Uvalde Rd., Building 7 - Brookside
Houston, TX 77049
## Public Community Colleges

Download the Excel Version

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<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
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<tbody>
<tr>
<td><strong>A&amp;M Community College - Northeast Lakeview College</strong>&lt;br&gt;1201 Kitty Hawk Rd&lt;br&gt;Universal City, TX 78146</td>
<td>Veronica Garcia&lt;br&gt;PV, President</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td><strong>A&amp;M Community College - Northwest Vista College</strong>&lt;br&gt;535 North Ellison Drive&lt;br&gt;San Antonio, TX 78251</td>
<td>Rob Bass&lt;br&gt;PV, President</td>
<td>(210) 486-4900</td>
</tr>
<tr>
<td><strong>A&amp;M Community College - Palho Alto College</strong>&lt;br&gt;1400 West Villaret Boulevard&lt;br&gt;San Antonio, TX 78224</td>
<td>Ruben Michael &quot;Mike&quot; Flores&lt;br&gt;PV, President</td>
<td>(210) 486-3880</td>
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<tr>
<td><strong>A&amp;M Community College - San Antonio College</strong>&lt;br&gt;3113 Mueller Road&lt;br&gt;San Antonio, TX 78212</td>
<td>Robert Vala&lt;br&gt;PV, President</td>
<td>(210) 486-0959</td>
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<tr>
<td><strong>A&amp;M Community College - St. Philip's College</strong>&lt;br&gt;1601 Martin Luther King Boulevard&lt;br&gt;San Antonio, TX 78203</td>
<td>Adena Laston&lt;br&gt;PV, President</td>
<td>(210) 486-2900</td>
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<tr>
<td><strong>A&amp;M Community College District</strong>&lt;br&gt;201 West Sheridan&lt;br&gt;San Antonio, TX 78204-1429</td>
<td>Bruno Leslie&lt;br&gt;PV, Chancellor</td>
<td>(210) 488-0020</td>
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<tr>
<td><strong>Alvin Community College</strong>&lt;br&gt;3113 Mullen Road&lt;br&gt;Alvin, TX 77511</td>
<td>Cristal Alcroch&lt;br&gt;PV, President</td>
<td>(832) 756-3500</td>
</tr>
<tr>
<td><strong>Amarillo College</strong>&lt;br&gt;P.O. Box 447&lt;br&gt;Amarillo, TX 79178</td>
<td>Russell Lowery-Vart&lt;br&gt;PV, President</td>
<td>(806) 371-6000</td>
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<tr>
<td><strong>Angelina College</strong>&lt;br&gt;3500 South First&lt;br&gt;Lufkin, TX 75904</td>
<td>Michael Simon&lt;br&gt;PV, President</td>
<td>(936) 639-1301</td>
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<tr>
<td><strong>Austin Community College</strong>&lt;br&gt;5500 Middle Fiskville Road&lt;br&gt;Austin, TX 78752</td>
<td>Richard Rhodes&lt;br&gt;PV, CEO</td>
<td>(512) 223-7000</td>
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<tr>
<td><strong>Blinn College</strong>&lt;br&gt;902 College Avenue&lt;br&gt;Bryan, TX 77803</td>
<td>Mary Herrely&lt;br&gt;PV, Chancellor</td>
<td>(979) 830-4000</td>
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<tr>
<td><strong>Brazosport College</strong>&lt;br&gt;500 College Drive&lt;br&gt;Lake Jackson, TX 77565</td>
<td>Millicent Vavbr&lt;br&gt;PV, President</td>
<td>(979) 230-3000</td>
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<td><strong>Central Texas College</strong>&lt;br&gt;6200 West Central Texas Expwy&lt;br&gt;Killeen, TX 76549</td>
<td>Jim Yeondu&lt;br&gt;PV, Chancellor</td>
<td>(512) 526-7161</td>
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<td><strong>Cisco College</strong>&lt;br&gt;101 College Heights&lt;br&gt;Cisco, TX 76437</td>
<td>Thad Anglin&lt;br&gt;PV, President</td>
<td>(512) 443-5000</td>
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<tr>
<td><strong>Clarendon College</strong>&lt;br&gt;1122 College Drive&lt;br&gt;Clarendon, TX 79226</td>
<td>Robert Keith Riezi&lt;br&gt;PV, CEO</td>
<td>(806) 674-3571</td>
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<tr>
<td><strong>Coastal Bend College</strong>&lt;br&gt;3800 Charco Road&lt;br&gt;Corpus Christi, TX 78412</td>
<td>Hector T. Espinoza&lt;br&gt;PV, President</td>
<td>(361) 358-2638</td>
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<tr>
<td><strong>College of the Mainland Community College District</strong>&lt;br&gt;1200 Avenue&lt;br&gt;Galveston, TX 77551</td>
<td>Warren Nash&lt;br&gt;PV, President</td>
<td>(409) 938-1211</td>
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<tr>
<td><strong>Collin County Community College District</strong>&lt;br&gt;3800 East Spring Creek Parkway&lt;br&gt;Pleasant Hill, TX 75074</td>
<td>H. Neil Moton&lt;br&gt;PV, President</td>
<td>(972) 758-3801</td>
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<tr>
<td><strong>Dallas County Community College - Brookhaven College</strong>&lt;br&gt;3933 Valley View Lane&lt;br&gt;Farmers Branch&lt;br&gt;Dallas, TX 75244-4906</td>
<td>Thor Chessen&lt;br&gt;PV, President</td>
<td>(972) 860-4700</td>
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<tr>
<td><strong>Dallas County Community College - Cedar Valley College</strong>&lt;br&gt;3030 North Dallas Avenue&lt;br&gt;Lancaster, TX 75134</td>
<td>Joe Sea brooks&lt;br&gt;PV, President</td>
<td>(972) 860-8200</td>
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<tr>
<td><strong>Dallas County Community College - Eastfield College</strong>&lt;br&gt;3737 Molley Drive&lt;br&gt;Mesquite, TX 75150</td>
<td>Jean Conway&lt;br&gt;PV, President</td>
<td>(972) 860-7001</td>
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<tr>
<td><strong>Dallas County Community College - El Centro College</strong>&lt;br&gt;601 Main Street&lt;br&gt;Waxahachie, TX 75165</td>
<td>Jose Ademas&lt;br&gt;PV, President</td>
<td>(972) 860-2000</td>
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<tr>
<td><strong>Dallas County Community College - El Centro College</strong>&lt;br&gt;501 Main Street&lt;br&gt;Waxahachie, TX 75165</td>
<td>Jose Ademas&lt;br&gt;PV, President</td>
<td>(972) 860-2000</td>
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<td><strong>Dallas County Community College - El Centro College</strong>&lt;br&gt;501 Main Street&lt;br&gt;Waxahachie, TX 75165</td>
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<td>(972) 860-2000</td>
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<td>(972) 860-2000</td>
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<td>(972) 860-2000</td>
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<td><strong>Dallas County Community College - El Centro College</strong>&lt;br&gt;501 Main Street&lt;br&gt;Waxahachie, TX 75165</td>
<td>Jose Ademas&lt;br&gt;PV, President</td>
<td>(972) 860-2000</td>
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<tr>
<td>Dallas County Community College - Mountain View College</td>
<td>4840 West Illinois Avenue, Dallas, TX 75211-6599</td>
<td>(972) 273-3010</td>
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<tr>
<td>Dallas County Community College - North Lake College</td>
<td>5001 North MacArthur Boulevard, Irving, TX 75039-3499</td>
<td>(972) 238-1012</td>
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<tr>
<td>Dallas County Community College - Richland College</td>
<td>12800 Abrams Road, Dallas, TX 75243-2199</td>
<td>(972) 238-1012</td>
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<tr>
<td>Dallas County Community College District</td>
<td>1901 South Lamar St, Dallas, TX 75215-1816</td>
<td>(214) 378-1624</td>
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<tr>
<td>Del Mar College</td>
<td>101 Baldwin Boulevard, Corpus Christi, TX 78404</td>
<td>(361) 698-1200</td>
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<td>El Paso Community College District</td>
<td>P.O. Box 20900, El Paso, TX 79999</td>
<td>(915) 831-2000</td>
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<tr>
<td>Frank Phillips College</td>
<td>P.O. Box 5114, Borger, TX 79006-5116</td>
<td>(806) 457-4200</td>
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<tr>
<td>Galveston College</td>
<td>4015 Avenue Q, Galveston, TX 77550</td>
<td>(409) 944-4242</td>
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<tr>
<td>Grayson College</td>
<td>6101 Highway 881, Denton, TX 76201</td>
<td>(940) 663-0030</td>
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<tr>
<td>Hill College</td>
<td>112 Lamar Drive, Hillsboro, TX 76645</td>
<td>(254) 669-7600</td>
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<tr>
<td>Houston Community College - Central Campus</td>
<td>1300 Holman, Houston, TX 77004</td>
<td>(713) 718-0040</td>
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<tr>
<td>Houston Community College - Northeast Campus</td>
<td>401 North Shore Mall, Houston, TX 77022</td>
<td>(713) 718-6010</td>
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<tr>
<td>Houston Community College - Northwest Campus</td>
<td>1555 Fondale Drive, Suite 101, Houston, TX 77084</td>
<td>(713) 718-6721</td>
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<tr>
<td>Houston Community College - Southwest Campus</td>
<td>5815 Rustic, Houston, TX 77087</td>
<td>(713) 718-7071</td>
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<tr>
<td>Houston Community College System</td>
<td>3100 Main Street, Houston, TX 77002</td>
<td>(713) 718-5059</td>
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<tr>
<td>Howard College</td>
<td>1001 Irondale Lane, Big Spring, TX 77320</td>
<td>(915) 264-0000</td>
</tr>
<tr>
<td>Kilgore College</td>
<td>1100 Broadway, Kilgore, TX 75652</td>
<td>(903) 984-8531</td>
</tr>
<tr>
<td>Laredo Community College</td>
<td>6300 West Washington Street, Laredo, TX 78040</td>
<td>(361) 722-0521</td>
</tr>
<tr>
<td>Lee College</td>
<td>200 Lee Drive, Baytown, TX 77530-0703</td>
<td>(281) 427-5611</td>
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<tr>
<td>Lone Star College - Cy-Fair</td>
<td>30555 Tomball Parkway, Tomball, TX 77375</td>
<td>(281) 351-3300</td>
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<tr>
<td>Lone Star College - Kingwood</td>
<td>20000 Kingwood Drive, Kingwood, TX 77339</td>
<td>(281) 312-0440</td>
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<tr>
<td>Lone Star College - Montgomery</td>
<td>3200 College Park Drive, Conroe, TX 77304</td>
<td>(936) 276-0000</td>
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<tr>
<td>Lone Star College - North Harris</td>
<td>2700 West Tonnard Drive, Houston, TX 77073</td>
<td>(281) 312-1660</td>
</tr>
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<td>Lone Star College - Tomball</td>
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<td>Mike Metke</td>
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Jim and JoAnn
Fonteno Family
Park
14350 1/2 Wallisville Rd., Houston, TX 77049
Dawn - Dusk
Patrolled By Harris County Sheriff’s Department, 713-221-6000

About The Park

Jim & JoAnn Fonteno Family Park is a 37.4 acre park located northeast from downtown Houston. Park is named after Jim Fonteno, who served as Precinct 2 Commissioner for 28 years. Park offers visitors traditional features including an amphitheater. The heavily wooded park has winding nature trails complete with overlooks and picnic pavilions. This park offers a bit of nature and tranquility in this growing community.

Restrooms  Picnic Area  Playground  Jogging Trails  Amphitheater

MAPS AND DIRECTIONS
DOWNLOAD PARK MAP

Click on the map below to zoom
Support our grads. Make dreams come true.
Outreach

Family of Faith

**Director: Percy Larkin**
Provides hope and encouragement for residents at the Duke & Duchess Home Care facilities by ministering prayer, scripture reading, and serving communion.

Global Force

**Director: Mathew Bismark**
A ministry based on the Joshua generation is designed to dominate and reclaim authority, both in the spiritual and physical realm. Global Force meets each Friday at 7:00 p.m. in the Sanctuary. (Visit [globalforce.cc](http://globalforce.cc) for more information.)

Juvenile Mentor Program

**Director: Doris Wright**
In this 8-week community service program, dedicated, trained adult mentors offer hope, new direction, and changed attitudes for “at risk” youth referred to us from the court system, probation office, or family members. Classes meet from 6:00 to 8:00 p.m. on Tuesdays and Thursdays.

Psalm 115:1 Ministry

**Director: Joshua Osime**
A faithful team meets at the Star of Hope Shelter for Women & Families (Dowling Street) every Sunday at 10:00 a.m. to minister to homeless women and children.

Timothy Project

**Directors: Rodney & Carolyn Robinson**
Youth, ages 8 – 21, receive leadership and mentoring skills that empower them to become “youth mentoring youth.” Skilled volunteers with a love for youth are invited to join at carann05@yahoo.com. Classes meet from 6:45 – 9:00 p.m. on Tuesdays and Thursdays in the Family Life Center.
Prison Ministry

Director: Pastor Simpson

Ministry Leaders carry the Gospel of Jesus Christ to men and women who are incarcerated within the Texas prison system. The services they provide include, Bible studies, personal ministry, worship services, and a women’s mentoring program with after care follow up when released from prison. Contact Pastor Simpson at dsimpson@ctab.org or 713.453.7000-234
Interfaith Ministries’ Meals on Wheels for Greater Houston program provides home-delivered meals to disabled adults and homebound clients over 60. The program also delivers weekend meals and a week’s worth of breakfast to over 1,100 of our most frail and isolated clients. This nutritional support helps people stay independent and in their own homes. Sign up by contacting us at 713-533-4978.

Meals on Wheels for Greater Houston is able to serve clients with the help of partners like Harris County Area Agency on Aging, Texas Health and Human Services Commission and Managed Care Organizations serving Southeast Texas. In conjunction with the Harris County Community Services Department, IM reaches out to the remote areas of Harris County, serving elders across the county. IM also partners with organizations in Galveston, Liberty and Montgomery Counties to deliver meals.

Additionally, the aniMeals on Wheels program, founded in 2007, delivers pet food to IM’s Meals on Wheels clients so they not feel compelled to share their limited food and resources with their furry friends. IM collects donated pet food that volunteers deliver each month to clients. Learn more about aniMeals on Wheels.

Lead Sponsors

Thank you to our Lead Corporate Sponsor:
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
Provision at Lake Houston
Underserved Area

This application qualifies for 3 points for Underserved Area under the following subsection:

(C) The Development Site is located 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; (3 points);

This application is located in census tract 48201232401. According to the HTC property inventory, this tract does not have an existing HTC allocation.

Source: US Census
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core

NA
Supporting Documents:
Concerted Revitalization Plan

NA
2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
## 2018 Declared Disaster Areas
### Counties Expiring after March 1, 2018

Eligible under §11.9(d)(3) of the 2018 QAP

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2018 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Readiness to Proceed
AGREEMENT made as of the 2 day of February in the year 2018
(In words, indicate day, month and year.)

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

Provision at Lake Houston, LP
8000 Maryland Ave, Suite 1300
Clayton, MO

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

Cross Architects, PLLC
1255 W. 15th Street, Suite 125
Plano, Texas 75075

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

Provision at Lake Houston
Houston, Texas
Architectural services for a 120 unit, three story building multifamily project. The project consists of three unit types, three building types and an estimated 3,500 square foot one story club-leasing office.

The Owner and Architect agree as follows.
TABLE OF ARTICLES
1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 SUPPLEMENTAL AND ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

TDHCA

§ 1.1.2 The Project’s physical characteristics:
(Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

   .1 Design phase milestone dates, if any:

Init. 

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User Notes: (389ADB22)
§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Jervon Harris Co-Developer
Ruben Esqueda, Project Manager

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:
Civil Engineer:

Weir & Associates Randy Eardley
2201 E. Lamar Blvd, Suite 200E
Arlington, Texas 76006

Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Adam Everett, Project Manager
Cross Architect, PLLC
1255 W. 15th Street, Suite 125
Plano, Texas 75075

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

1 Structural Engineer:

Douglas Structure Nathan Douglas
3630 N. Josey Lane, Suite 225
Carrollton, Texas 75007

2 Mechanical Engineer:

PQR International Haywood Reed
3600 Tennyson Parkway
Plano, Texas 75024

3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:
§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES
§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

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

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million ($1,000,000.00) for each occurrence and one million ($1,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and AutomobileLiability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide...
narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers’ Compensation at statutory limits.

§ 2.5.5 Employers’ Liability with policy limits not less than five hundred thousand ($ 500,000.00 ) each accident, five hundred thousand ($ 500,000.00 ) each employee, and five hundred thousand ($ 500,000.00 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million ($ 2,000,000.00 ) per claim and two million ($ 2,000,000.00 ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner’s approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner’s approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-conforming Work, made or given without the Architect’s written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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

§ 3.2 Schematic Design Phase Services

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

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

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

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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

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

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

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

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval.

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

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

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
.1 facilitating the distribution of Bidding Documents to prospective bidders;
.2 organizing and conducting a pre-bid conference for prospective bidders;
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
.2 organizing and participating in selection interviews with prospective contractors;
.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.
§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

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

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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

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

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

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to
Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall:
.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
§ 4.1 Supplemental Services
§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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### § 4.1.2 Description of Supplemental Services

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

*(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

*(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

### § 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

### § 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

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*Init. 12* 

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accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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

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

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

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

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

9. Evaluation of the qualifications of entities providing bids or proposals;

10. Consultation concerning replacement of Work resulting from fire or other cause during construction;

11. Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

1. Reviewing a Contractor’s submittal out of sequence from the submittal schedule approved by the Architect;

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

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

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

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

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

1. two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;

2. twelve (12) visits to the site by the Architect during construction;

3. zero (0) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;

4. zero (0) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion.
of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

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

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

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

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

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.

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

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternatives as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect’s responsibility in Section 4.1.1, as a Supplemental Service.

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

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

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall...
1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner’s budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect’s services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect’s consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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

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

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.
ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 General
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

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

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

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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

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

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.
§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)
.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

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

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

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
§ 10.8.1 The receiving party may disclose “confidential” or “business proprietary” information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1. Stipulated Sum
   (Insert amount)
   $199,700.00

2. Percentage Basis
   (Insert percentage value)
   (
   %) of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3. Other
   (Describe the method of compensation)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Please see attached proposal

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Table Deleted)
§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
3. Permitting and other fees required by authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
8. If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
9. All taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
11. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
12. Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Inset the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

one and one tenth 1.1%

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Insert other terms and conditions applicable to this Agreement.)

None

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

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
4. Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  
Provision at Lake Houston, LP  Michael Gardner  
(Printed name and title)

ARCHITECT (Signature)  
Cross Architects, PLLC  Brian Rumsey  
(Printed name, title, and license number, if required)
A Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Provision at Lake Houston, LP Michael Gardner
(Printed name and title)

ARCHITECT (Signature)
Cross Architects, PLLC Brian Rumsey
(Printed name, title, and license number, if required)
February 2, 2018

**PROPOSAL**

**Provision at Lake Houston, LP**
8000 Maryland Avenue, Suite 1300
Clayton, MO
Attn: Mr. Jervon Harris, CO-
Developer
jharris@gardnercapital.com

Project Name: Provision at Lake Houston
Project No.: TBD
Project Location: Houston, Texas

Dear Mr. Jervon Harris,

Thank you for the opportunity to submit a proposal for architectural services on the Provision at Lake Houston project located in Houston, Texas.

We hereby submit a proposal for:
Providing Architectural services for an estimated 120 unit building multifamily project. The project consists of three unit types, five building types1 and an estimated 3,600 square foot one story club/leasing office. Cross Architects will issue an AIA B108 Contract once the proposal is signed.

1. **Architectural Services**

   A. **Schematic Design**
      Includes:
      - Floor Plan, building plan, front elevation
      - Submit to the owner for approval
      - Coordinate with all design consultants
      - Three (3) meetings with the owner

   B. **Design Development**
      Includes:
      - Development of plans from approved schematic design studies
      - All elevations and building plans
      - Coordinate the architectural drawings and equipment, lighting, power, Mechanical and plumbing requirements with the MEP Engineer
      - Submit revised floor plan to owner for approval
      - Three (3) meetings with the owner
      - Coordinate with the owner and consultants

   C. **Construction Documents**
      Includes:
      - Completion of architectural drawings and any necessary specifications
      - Submit architectural drawings to owner and corporate for final approval
      - Coordinate any revisions with all consultants
      - Coordinate consultants’ drawings with the architectural drawings
      - Submit final architectural and engineering drawings to Houston for review and permitting. Cross Architects will assist owner in obtaining necessary building permit
      - Issue final construction documents to general contractor
2. **Construction Administration**
   Includes:
   - Answer questions for contractor on building issues
   - Review shop drawings from contractor
   - Site report with photographs
   - Sign draws with owner’s approval
   - Answer RFI’s and issue ASI’s
   - Twelve (12) site visits

3. **MEP**
   Includes:
   - Sealed Mechanical, Electrical, and Plumbing drawings and specs
   - Coordinate with owner and consultants
   - Shop drawings and submittal review
   - Energy Calculation (Com-Check)
   - Photometric if required by Houston
   - Two (2) site visits

4. **Structural**
   Includes:
   - Sealed structural drawings and specs
   - Show drawings and submittal review
   - Coordinate with owner and consultants
   - Two (2) site visits
Compensation

The proposed fee for the project is $199,700.00 (one hundred ninety nine thousand seven hundred dollars even). This fee is for providing architectural design, construction administration (all disciplines) Mechanical/Electrical/Plumbing engineering and structural engineering. This proposal includes one (1) round of value engineering after permit documents have been issued. The proposed fee does not include items outside the scope of this proposal. Items considered outside the scope of this proposal may include, but not limited to: civil engineering, landscape and irrigation design, SWPPP, platting, topographic survey, tree survey, interior design, geotechnical survey & report, phase one survey and general/sub-contractor.

Compensation Tabulation

1. Architectural Fees
   - Design / Construction Documents $71,500.00
   - TDHCA Package (Permit ready set) $27,500.00
   - In House Construction Administration $16,000.00
   - Site visits (12) $14,400.00

2. MEP Fees
   - Design / Construction Documents $28,000.00
   - Construction Administration $2,500.00
   - Site visits (2) $2,400.00

3. Structural Fees
   - Design / Construction Documents $30,000.00
   - Construction Administration $5,000.00
   - Site visits (2) $2,400.00

Total Fees $199,700.00

Payment Schedule

Payment One (Application) $27,500.00
Payment Two (Permit Submittal) $27,500.00
Payment Three (Project Awarded) $37,250.00
Payment Four (Closing) $64,750.00

Payments

Invoices will be issued as work is completed per payment schedule. Payments are due within fifteen (15) days from the date of the invoice. Cross Architects reserves the right to terminate or suspend work when invoices become thirty (30) past due. In event that the work is suspended or terminated as a result of non-payment, client agrees that Cross Architects will not be responsible for client’s failure to meet project deadlines imposed by governments, lenders, or termination or suspension of work for nonpayment of invoices.

Reimbursable Expenses

All reimbursable items will be billed at cost plus ten percent.

Additional Construction Observation and Construction Administration will be addressed as additional services and billed at the Standard Hourly Rates enclosed plus reimbursable Expenses.
Additional meetings will be addressed as additional services and billed at the Standard Hourly Rates enclosed plus reimbursable expense.

Reimbursable items include, but are not limited to the following: TAS, printing, plotting, travel expenses, deliveries, mileage, and artists’ renderings.

**Additional Service Hours**

Owner approved additional services outside of the scope of work as provided by the terms of the proposal would be billed by hourly rates or a negotiated lump sum.

**Rates**

- Principal $195
- Project Architect $95
- Associate $85
- Administrative $65

**Limitation of Liability**

The owner agrees to limit the Architect’s liability to the owner due to the Architect’s negligent acts, errors or omissions, such that the total aggregate liability of the Architect to all those named shall not exceed limits of the errors and omissions insurance in effect at the time the agreement was executed ($2,000,000) or the Architect’s total fee for services rendered on this project, whichever is greater. This is in addition to the omissions and errors coverage by all other consultants under this contract.

**Acceptance**

If you have any questions or comments, please feel free to contact me. If this proposal is acceptable please sign and return a copy to brumsey@crossarchitects.com.

Sincerely,

Cross Architects, PLLC

[Signature]

Brian Rumsey, NCARB

Acceptance of Proposal

[Signature]

Jervon Harris

Date Feb 15, 2018

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin Texas 78711-2337, (512) 305.9000, has jurisdiction over individuals licensed under the Architects Registration Law, Texas Civil Statutes, Article 249a.
**CERTIFICATE OF LIABILITY INSURANCE**

**COVERAGE**

Certif ID 35115

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**INSR LTR**

| INSURER A: Hartford Lloyds Insurance Co. | 38253 |
| INSURER B: Hartford Ins. Co of the Midwest | 37478 |
| INSURER C: Argonaut Insurance Company | 19801 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

Attach ACORD 101, Additional Remarks Schedule, if more space is required.

**NOTE:**

- CLAUSES MADE PROFESSIONAL LIABILITY COVERAGE IS THE TOTAL AGGREGATE LIMIT FOR ALL CLAIMS PRESENTED WITHIN THE POLICY PERIOD AND IS SUBJECT TO A DEDUCTIBLE.
- 30 day notice of cancellation in favor of certificate holder on all policies.

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INSUR</th>
<th>SUBR</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>Y Y 46SBAC6517</td>
<td>04/08/2017</td>
<td>04/08/2018</td>
<td>EACH OCCURRENCE $1,000,000</td>
<td>DAMAGE TO PROPERTY CLAIMS-MADE $1,000,000</td>
<td>MED EXP (Any one person) $10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
<td>GENERAL AGGREGATE $2,000,000</td>
<td>PRODUCTS - COMPO NENT $2,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y Y 46SBAC6517</td>
<td>04/08/2017</td>
<td>04/08/2018</td>
<td>PER ACCIDENT $1,000,000</td>
<td>BODILY INJURY (Per accident) $1,000,000</td>
<td>PROPERTY DAMAGE (Per accident) $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. EACH OCCURRENCE $1,000,000</td>
<td>E.L. DISEASE EA EMPLOYEE $1,000,000</td>
<td>E.L. DISEASE POLICY LIMIT $500,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y N 46WBC301234</td>
<td>04/07/2017</td>
<td>04/07/2018</td>
<td>WC STATUTORY LIMITS $500,000</td>
<td>E.L. EACH OCCURRENCE $500,000</td>
<td>E.L. DISEASE EA EMPLOYEE $500,000</td>
</tr>
<tr>
<td>C</td>
<td>Professional Liability</td>
<td>Y IAE135250</td>
<td>04/16/2017</td>
<td>04/16/2018</td>
<td>PER CLAIM/ANNUAL AGGREGATE $2,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- Attach ACORD 101, Additional Remarks Schedule, if more space is required.
- The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. 30 day notice of cancellation in favor of certificate holder on all policies.

**CERTIFICATE HOLDER**

Master Certificate

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

**Brian R. Hadar**

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
Re: Provision at Lake Houston – Permit Ready Plans and Critical Path Schedule

Cross Architects has issued the building permit submittal plans and thus *Permit Ready Architectural Plans* for Provision at Lake Houston (the "Development."). Cross Architects recently completed and received building permits for a development similar in scope and scale, Provision at West Bellfort. Both the Development and Provision at West Bellfort are located in the City of Houston and have the same permitting requirements. The building plans for the Development have been prepared based on the plans and specifications provided for Provision at West Bellfort, thus all previous comments and requirements from the City of Houston concerning Provision at West Bellfort have been incorporated into the *Permit Ready Architectural Plans* for the Development.

It is expected the Development will receive confirmation of permit acceptance (a "Permit Ready Letter") by August 31st. Assistance in this process will be provided by way of utilization of a permit expediter; the Architect and Applicant intend to utilize the same permit expediter which successfully assisted the Applicant with expediting the permitting of the previously mentioned development, Provision at West Bellfort.

The anticipated critical path schedule for the site plan approval and permitting process is as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 2018</td>
<td>Issue Permit Ready Architectural Plans</td>
</tr>
<tr>
<td>May 1, 2018</td>
<td>Submits final site plan to City for initial review</td>
</tr>
<tr>
<td>May 15-31, 2018</td>
<td>Receive comments from initial review and revise plans accordingly (2nd submission occurs)</td>
</tr>
<tr>
<td>May 31, 2018</td>
<td>Site plan acceptance by City</td>
</tr>
<tr>
<td>June 1, 2018</td>
<td>Permit submission to the City for initial review</td>
</tr>
<tr>
<td>July 1, 2018</td>
<td>Received comments from initial review and revises accordingly</td>
</tr>
<tr>
<td>August 1, 2018</td>
<td>Second permit submission to the City</td>
</tr>
<tr>
<td>August 31st, 2018</td>
<td>Permit Ready Letter by the City</td>
</tr>
<tr>
<td>October 3, 2018</td>
<td>Applicable fees paid, Permits issued to Applicant</td>
</tr>
</tbody>
</table>

Regards,

Brian Rumsey, Architect-of-Record
Re: Provision at Lake Houston – Readiness to Proceed and Project Execution Plan

On behalf of Provision at Lake Houston, LP (the “Applicant”), I’m writing to demonstrate the Applicant’s readiness to proceed and capacity to close all financing for Provision at Lake Houston (the “Development”) on or before October 29th, 2018.

Readiness to proceed is demonstrated by the status of permit ready building plans and the initial due diligence performed to-date by the Lender & Syndicator, in addition to the Applicant’s familiarity with the necessary processes that must be undergone to obtain building permits, close on construction financing and start construction on projects located in the City of Houston. This familiarity is evidenced by the Applicant assembling a deal team including the Architect, Contractor, Lender and Syndicator that recently closed on Provision at West Bellfort. Provision at West Bellfort is a similar 9% LIHTC development that was recently permitted, closed and currently under construction in the City of Houston.

The Applicant’s capacity to close is supported by the deal team including the financial, design, and construction partners the Applicant has engaged, each of which having been involved with Provision at West Bellfort. In terms of design and permitting, Cross Architects has been able to provide Permit Ready Plans through incorporation of all comments and requirements from the permitting process with the City of Houston for Provision at West Bellfort. Amegy Bank (Lender) and Raymond James (Syndicator) are able to start initial due diligence, accelerate final due diligence and implement an efficient timely closing process based on the precedent established for Provision at West Bellfort. And lastly, by utilizing the same General Contractor, the contractor selection and contract negotiation process has been expedited.

Please see the following page for an exhibit of the development schedule and project execution plan.

Regards,

Jervon Harris, Co-Developer
Development Schedule and Project Execution Plan

- February 2018  Receive Permit Ready Architectural Plans
- May 1, 2018  Submit final site plan to City for initial review
- May 15-31, 2018  Receive comments from initial review and revise plans accordingly (2nd submission occurs)
- May 31, 2018  Site plan acceptance by City
- June 1, 2018  Permit submission to the City for initial review
- July 2018  Tax Credit Award
- July 1, 2018  Receive comments from initial review and revise accordingly
  Lender and Equity Due Diligence Complete
- August 1, 2018  Second permit submission to the City
- August 31, 2018  Permit Plan acceptance and Permit Ready letter issued by the City
- September 15, 2018  Organization documents finalized with Equity Partner
  Loan documents finalized with Lender
- Sept 15-Sept 30, 2018  Transaction coordination with Debt, Equity and Title Team (i.e.,
  finalization of closing draw, document execution)
- October 1, 2018  Final Closing
- October 3, 2018  Permit Fees Paid and Permits Released
- October 15, 2018  Construction to Begin
- November 2019  First building placed in service
- December 1, 2019  Construction Complete
AGREEMENT made as of the 23rd day of February in the year 2018
(In words, indicate day, month and year.)

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

Provision at Lake Houston, LP

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

Gardner Capital Construction, LLC, Limited Liability Partnership
7800 Shoal Creek Blvd
Suite 237 South
Austin, TX 78757
Telephone Number: 512-992-2146

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

Provision at Lake Houston
Hwy 90 S. Lake Houston
Houston, TX 77049

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

Cross Architects, PLLC
1255 W. 15th Street
Suite 125
Plano, Texas 75075
Telephone Number: 972-398-6644
Fax Number: 972-312-8666

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
# TABLE OF ARTICLES

1. **THE CONTRACT DOCUMENTS**
2. **THE WORK OF THIS CONTRACT**
3. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
4. **CONTRACT SUM**
5. **PAYMENTS**
6. **DISPUTE RESOLUTION**
7. **TERMINATION OR SUSPENSION**
8. **MISCELLANEOUS PROVISIONS**
9. **ENUMERATION OF CONTRACT DOCUMENTS**
10. **INSURANCE AND BONDS**

## ARTICLE 1 THE CONTRACT DOCUMENTS

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

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

### § 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

- N/A

### § 3.2 The Contract Time shall be measured from the date of commencement.

### § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Ninety-Five (395) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)
PORTION OF WORK

SUBSTANTIAL COMPLETION DATE

N/A

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

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work)

None

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Twelve Million Four Hundred and Seventy-Five Thousand Five Hundred Seventy-Five Dollars and Zero Cents ($12,475,575.00), subject to additions and deductions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

None

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price Per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

The first regular draw meeting for progress payments will be conducted on the second Tuesday of the month after construction activity has begun and will cover the Application for Payment for all activity up to a date six (6) days prior to the scheduled draw meeting. Hereafter each application for payment will cover a period of time beginning five (5) days prior to the second Tuesday of the month and ending on the date six (6) days prior to the regular draw meeting scheduled for the second Tuesday of each month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 2nd Tuesday day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 1st Tuesday day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-One (21) days after the Architect receives the Application for Payment.

Init.
(Federal, state or local laws may require payment within a certain period of time.)

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

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero percent (0%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: (If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

None

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:
ARTICLE 6  DISPUTE RESOLUTION
§ 6.1 INITIAL DECISION MAKER
The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Brian Rumsey
Cross Architects, PLLC
1255 W. 15th Street
Suite 1254
Plano, TX 75075
Telephone Number: 972-396-6644

§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)

ARTICLE 7  TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8  MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5% monthly

§ 8.3 The Owner’s representative:
(Name, address and other information)

Jervon Harris
4803 South National Avenue
Suite 200
§ 8.4 The Contractor’s representative:
(Title, address and other information)

Dan Rigney
7800 Shoal Creek Blvd
Suite 237 South
Austin, Texas 78757
Telephone Number: 512-992-2146

Mobile Number: 513-963-1445
Email Address: drigney@gardnercapital.com

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 9.1.6 The Addenda, if any:
Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2. Other documents, if any, listed below:
   (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents)

   Exhibit A - Schedule of Values
   Exhibit B - Bid Qualifications
   Exhibit C - Project Schedule

ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of Insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,00 per Occurrence/$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Excess Liability Insurance</td>
<td>$1,000,000 per Occurrence/$3,000,000 Aggregate</td>
</tr>
<tr>
<td>Worker Compensation</td>
<td>$1,000,000/$1,000,000/$1,000,000</td>
</tr>
<tr>
<td>Owner/Non Owner Auto</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Payment &amp; Performance Bond</td>
<td>Not Required</td>
</tr>
</tbody>
</table>

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Michael GardnerManager
(Printed name and title)

CONTRACTOR (Signature)

Dan Rigney, Senior Vice President and Member
(Printed name and title)
Additions and Deletions Report for  
AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:05:32 on 02/27/2018.

PAGE 1

AGREEMENT made as of the 23rd day of February in the year 2018

... 

Provision at Lake Houston, LP

...

Gardner Capital Construction, LLC, Limited Liability Partnership  
7800 Shoal Creek Blvd  
Suite 237 South  
Austin, TX 78757  
Telephone Number: 512-992-2146

...

Provision at Lake Houston  
Hwy 90 S, Lake Houston  
Houston, TX 77049

...

Cross Architects, PLLC  
1255 W. 15th Street  
Suite 125  
Plano, Texas 75075  
Telephone Number: 972-398-6644  
Fax Number: 972-312-8666

PAGE 2

The commencement date will be fixed in a notice to proceed.

...

N/A
§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred Ninety-Five (395) days from the date of commencement, or as follows:

PAGE 3

N/A

None

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Twelve Million Four Hundred and Seventy-Five Thousand Five Hundred Seventy-Five Dollars and Zero Cents ($12,475,755.00), subject to additions and deductions as provided in the Contract Documents.

None

N/A

None

The first regular draw meeting for progress payments will be conducted on the second Tuesday of the month after construction activity has begun and will cover the Application for Payment for all activity up to a date six (6) days prior to the scheduled draw meeting, hereafter each application for payment will cover a period of time beginning five (5) days prior to the second Tuesday of the month and ending on the date six (6) days prior to the regular draw meeting scheduled for the second Tuesday of each month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 2nd Tuesday day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 1st Tuesday day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-One (21) days after the Architect receives the Application for Payment.

PAGE 4

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Zero percent (0%)**;

... None

PAGE 5

Brian Rumsey  
Cross Architects, PLLC  
1255 W. 15th Street  
Suite 1254  
Plano, TX 75075  
Telephone Number: 972-396-6644

...  

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...  

1.5% monthly

...

Jervon Harris  
4803 South National Avenue  
Suite 200  
Springfield, MO 65810  
Telephone Number: 417-477-1800

Email Address: jharris@gardnercapital.com

PAGE 6

Dan Rigney  
7800 Shoal Creek Blvd  
Suite 237 South  
Austin, Texas 78757  
Telephone Number: 512-992-2146

Mobile Number: 513-963-1445  
Email Address: drigney@gardnercapital.com

PAGE 7

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract.)
Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.

... Exhibit A - Schedule of Values ... Exhibit B - Bid Qualifications ... Exhibit C - Project Schedule ...

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

<table>
<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000 per Occurrence/$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Excess Liability Insurance</td>
<td>$1,000,000 per Occurrence/$3,000,000 Aggregate</td>
</tr>
<tr>
<td>Worker Compensation</td>
<td>$1,000,000/$1,000,000/$1,000,000</td>
</tr>
<tr>
<td>Owned/Non Owned Auto</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Payment &amp; Performance Bond</td>
<td>Not Required</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of insurance or bond</th>
<th>Limit of liability or bond amount ($0.00)</th>
</tr>
</thead>
</table>

Michael Gardner, Manager          Dan Rigney, Senior Vice President and Member
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Dan Rigney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:05:32 on 02/27/2018 under Order No. 3286444871 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(SVP)

(Title)

2-27-18

(Dated)
## EXHIBIT A
### SCHEDULE OF VALUES
Provision @ Lake Houston

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earthwork</td>
<td>$617,876</td>
</tr>
<tr>
<td>Site Utilities</td>
<td>$549,839</td>
</tr>
<tr>
<td>Paving &amp; Flatwork</td>
<td>$545,891</td>
</tr>
<tr>
<td>Striping</td>
<td>$29,994</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$250,000</td>
</tr>
<tr>
<td>Pool &amp; Decking</td>
<td>$150,000</td>
</tr>
<tr>
<td>Playground</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fencing</td>
<td>$126,000</td>
</tr>
<tr>
<td>Site Furniture</td>
<td>$24,000</td>
</tr>
<tr>
<td>Building Concrete</td>
<td>$913,779</td>
</tr>
<tr>
<td>Masonry</td>
<td>$528,478</td>
</tr>
<tr>
<td>Metals</td>
<td>$139,297</td>
</tr>
<tr>
<td>Woods &amp; Plastic</td>
<td>$2,069,720</td>
</tr>
<tr>
<td>Thermal &amp; Moisture</td>
<td>$150,231</td>
</tr>
<tr>
<td>Roofing</td>
<td>$77,678</td>
</tr>
<tr>
<td>Doors &amp; Windows</td>
<td>$280,283</td>
</tr>
<tr>
<td>Finishes</td>
<td>$1,097,044</td>
</tr>
<tr>
<td>Specialties</td>
<td>$161,599</td>
</tr>
<tr>
<td>Equipment</td>
<td>$200,298</td>
</tr>
<tr>
<td>Mechanical (HVAC &amp; Plumbing)</td>
<td>$1,229,371</td>
</tr>
<tr>
<td>Electrical</td>
<td>$870,322</td>
</tr>
<tr>
<td>Community Facilities/Building</td>
<td>$300,000</td>
</tr>
<tr>
<td>H/C Construction Cost</td>
<td>$10,336,700</td>
</tr>
<tr>
<td>General Requirements</td>
<td>$685,232.00</td>
</tr>
<tr>
<td>Overhead</td>
<td>$228,441.00</td>
</tr>
<tr>
<td>Contractor's Profit</td>
<td>$685,232.00</td>
</tr>
<tr>
<td><strong>Total Construction Cost</strong></td>
<td><strong>$11,935,605</strong></td>
</tr>
<tr>
<td>ID</td>
<td>Task Mode</td>
</tr>
<tr>
<td>----</td>
<td>-----------</td>
</tr>
<tr>
<td>1</td>
<td></td>
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<td>37</td>
<td></td>
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<tr>
<td>38</td>
<td></td>
</tr>
</tbody>
</table>

**Project Summary**

- **Project:** P@Lake Houston
- **Date:** Fri 2/23/18

---

**Legend:**
- **Task Mode:** Manual Task, Duration-only, Finish-only
- **Start-only:** Start-only
- **Deadline:** Deadline
- **Progress:** Progress
- **External Tasks:** External Tasks
- **Manual Progress:** Manual Progress

---

**Timeline:**

- **Gantt Chart:**
  - Project: P@Lake Houston
  - Date: Fri 2/23/18
  - ID: 1
  - Task Name: P@Lake Houston
  - Duration: 430 days
  - Start: Mon 10/1/18
  - Finish: Fri 5/22/20
  - Predecessors: 2

---

**Milestone:**

- **Task:** Notice to Proceed
  - Duration: 0 days
  - Start: Mon 10/1/18
  - Finish: Mon 10/1/18

---

**Summary:**

- **Task:** Mobilization
  - Duration: 2 wks
  - Start: Mon 10/18/20
  - Finish: Mon 10/18/20

---

**Resource Allocation:**

- **Resource:** Resources
  - **Resource Type:** Resources
  - **Resource Capacity:** Resources

---

**Notes:**

- **Notes:** Notes
  - **Note:** Notes

---

**Contact:**

- **Name:** Name
  - **Email:** Email
  - **Phone:** Phone

---

**References:**

- **References:** References
  - **Reference:** References

---

**Acknowledgments:**

- **Acknowledgments:** Acknowledgments
  - **Acknowledgment:** Acknowledgment

---

**Appendix:**

- **Appendix:** Appendix
  - **Appendix:** Appendix

---

**Annex:**

- **Annex:** Annex
  - **Annex:** Annex

---

**Appendices:**

- **Appendices:** Appendices
  - **Appendix:** Appendix

---

** Glossary:**

- **Glossary:** Glossary
  - **Term:** Term
  - **Definition:** Definition
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>
</tr>
</thead>
<tbody>
<tr>
<td>legal description</td>
<td>12.075</td>
<td>NA</td>
<td>12.075</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:

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

2. **Site Control - §10.204(10)**

   The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Borough Park Shopping Center Ltd.</td>
<td>Omero Del Papa</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Cluny Ct.</td>
<td>Spring</td>
<td>TX</td>
<td>77382</td>
<td>10/1/05</td>
</tr>
</tbody>
</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member?  
   If "Yes," please explain:  

<table>
<thead>
<tr>
<th>Relationship</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Same owner for past 36 months</td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

   | x     | Contract for sale.           |
   |       | Recorded Warranty Deed with corresponding executed closing/settlement statement. |
   |       | Contract for lease.           |
   |       | Expiration of Contract or Option: 12/31/18 | Anticipated Closing Date: 12/31/18 |
   | x     | Title Commitment or Title Policy is included behind this tab (per §10.204(12)). |

3. **Site Control - §10.204(10)**

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

   Is land for ingress and/or egress and any easements held separate from the property described in the site control documents?  

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

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

Development qualifies for the boost for:

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

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

*If a revised form is submitted, date of submission: ____________________________*
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documentation for Site Information Form Part III
### Support Documentation from Site Information Part III Should be Included Behind this Tab.

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</td>
<td>NA</td>
</tr>
<tr>
<td>Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable</td>
<td></td>
</tr>
<tr>
<td>SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable</td>
<td></td>
</tr>
</tbody>
</table>

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

Confirm the following supporting documents are provided behind this tab.

<table>
<thead>
<tr>
<th>Item</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letters on company letterhead from local utility providers confirming the site has access to the following services: water and wastewater/sewer, electricity, garbage disposal and natural gas, if applicable.</td>
<td>NA</td>
</tr>
<tr>
<td>Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.</td>
<td></td>
</tr>
<tr>
<td>DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at <a href="http://www.census.gov">www.census.gov</a>.</td>
<td></td>
</tr>
<tr>
<td>A statement confirming that travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, is not excessive. This is not applicable for Developments proposing to serve Elderly.</td>
<td></td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
ASSIGNOR: SuperUrban Realty Ventures, LLC

ASSIGNEE: Provision at Lake Houston, LP

Address: 8000 Maryland Avenue, Suite 1300, Clayton, MO 63105
Phone: 417-447-5538 E-mail: resqueda@gardnercapital.com; jharris@gardnercapital.com
Fax: Other:

SELLER:

PROPERTY: Highway 90 E, Houston, TX 77049

CONTRACT: A Commercial Contract - ☑ Improved Property ☑ Unimproved Property executed by Assignor (as Buyer) and Seller concerning the Property, having an effective date of December 22, 2017.

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by Assignee to Assignor, Assignor hereby assigns Assignor's interest in the Contract, including Assignor's interest as Buyer and Assignor's interest in the earnest money in the amount of $10,000.00 to Assignee, and Assignee hereby assumes all of Assignor's responsibilities and obligations associated with Assignor's interest in the Contract.

SPECIAL PROVISIONS:

Within 60 days following the effective date of this Assignment, Assignee shall deposit $10,000 (the "Replacement Deposit") with the Title Company to match the previous earnest money deposit of $10,000 made by the Assignor. Upon receipt of the Replacement Deposit, Title Company shall release $10,000 to the Assignor or its designee. All previous earnest money deposits made by Assignor shall be refundable to the Assignee and/or its affiliates in accordance with the original contract.

Upon execution of this Assignment, the assignment to GCI Develoent Texas, LLC will terminate

This Assignment shall be effective as of January 10, 2018.
Assignor: **SuperUrban Realty Ventures, LLC**

By:

By (signature):

Printed Name: Jervon Harris

Title: manager/member Date: Jan 10, 2018

Assignee: **Provision at Lake Houston, LP**

By: Provision at Lake Houston MM, LLC

By (signature):

Printed Name: Michael Gardner

Title: Member/Manager Date: Jan 10, 2018

By: **GCI Development Texas, LLC**

By (signature):

Printed Name: Mark Gardner

Title: Manager/Member Date: Jan 10, 2018
ASSIGNOR: SuperUrban Realty Ventures, LLC

ASSIGNEE: GCI Development Texas, LLC

Address: 4803 S National Avenue, Suite 200, Springfield, MO 65810
Phone: (713)513-6105  E-mail: jharris@gardnercapital.com;
Fax: Other: resqueda@gardnercapital.com

SELLER: Borough Park Shopping Center, LTD

PROPERTY: Highway 90 E, Houston, TX 77049

CONTRACT: A Commercial Contract - Unimproved Property executed by Assignor (as Buyer) and Seller concerning the Property, having an effective date of December 22, 2017.

For and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by Assignee to Assignor, Assignor hereby assigns Assignor's interest in the Contract, including Assignor's interest as Buyer and Assignor's interest in the earnest money in the amount of $10,000.00 to Assignee, and Assignee hereby assumes all of Assignor's responsibilities and obligations associated with Assignor's interest in the Contract.

SPECIAL PROVISIONS: Following execution of this assignment, Assignee shall deposit $10,000 in escrow within 30 days, and the Title Company shall refund the original $10,000 to the Assignee or its designee.

This Assignment shall be effective as of January 9, 2018.
Commercial Contract Assignment concerning: Highway 90 E, Houston, TX 77049

Assignor: SuperUrban Realty Ventures, LLC

By: ____________________________
By (signature): __________________
Printed Name: Jervon Harris
Title: Manager/Member Date: 01/05/18

Assignee: GCI Development Texas, LLC

By: ____________________________
By (signature): __________________
Printed Name: Mark Gardner
Title: Manager/Member Date: 01/05/18
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Borough Park Shopping Center Ltd

Address: 6 Cluny Ct, Spring, TX 77382-1253
Phone: ___________________________ E-mail: rocky@rdelpapa.com
Fax: ___________________________ Other: ___________________________

Buyer: SuperUrban Realty Ventures, LLC

Address: 920 Studemont St, Suite 150, Houston, TX 77007-5963
Phone: (713)503-4477 E-mail: jeronharris@yahoo.com
Fax: ___________________________ Other: ___________________________

2. PROPERTY:

A. "Property" means that real property situated in Harris County, Texas at 6 HWY 90, Houston, TX 77049 (address) and that is legally described on the attached Exhibit or as follows:

TRS 4G & 4H ABST 68 E SHIPMAN (HCAD# 0410240000038)

B. Seller will sell and convey the Property together with:

(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;

(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and

(3) Seller's interest in all licenses and permits related to the Property.

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

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

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing $1,750,000.00

(2) Sum of all financing described in Paragraph 4 $1,750,000.00

(3) Sales price (sum of 3A(1) and 3A(2)) $1,750,000.00

(TAR-1802) 1-1-16

Initiated for Identification by Seller ___________________________ and Buyer ___________________________

Leslie Yeakle

Page 1 of 13
B. Adjustment to Sales Price: (Check (1) or (2) only.)

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

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

(a) The sales price is calculated on the basis of $3.33 per:
(☐) square foot of total area [☐] net area.
(☐) acre of [☐] total area [☐] net area.

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

(c) If the sales price is adjusted by more than 30,000% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 30 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

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

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

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

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

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

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $10,000.00 as earnest money with Stewart Title Company (title company) at 1900 Post Oak Blvd, Suite 810, Houston, TX (address) (seller) (closer).

If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $5,000.00 with the title company to be made part of the earnest money on or before:
(☐) days after Buyer's right to terminate under Paragraph 7B expires; or
(☒) March 31, 2018

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

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

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

(3) Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 75 days after the effective date:

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

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

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

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

(1) Within 30 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies,
Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

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

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

7. PROPERTY CONDITION:

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

B. Feasibility Period: Buyer may terminate this contract for any reason within 245 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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Staff ret-
(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

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

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

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

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

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
   - (1) any failure by Seller to comply with Seller's obligations under the leases;
   - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
   - (3) any advance sums paid by a tenant under any lease;
   - (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within __________ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Caldwell Companies

Cooperating Broker: Five Woods Realty

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

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

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

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

Principal Broker a total cash fee of: ________% of the sales price.

Cooperating Broker a total cash fee of: ________% of the sales price.

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

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

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

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) 2 days after the expiration of the feasibility period.
   (2) December 31, 2018 (specific date).
   (3) 7 days after objections made under Paragraph 6C have been cured or waived.

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

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

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

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

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

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


13. SALES EXPENSES:

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

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

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

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

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.
15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

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

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

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

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

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

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

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

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

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

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

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

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

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

18. ESCROW:

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

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

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

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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

G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition statement (TAR-1408).

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

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

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

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

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

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

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

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.
commercial contract - unimproved property

if any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

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

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

d. addenda which are part of this contract are: (check all that apply.)

☐ (1) property description exhibit identified in paragraph 2;
☐ (2) commercial contract financing addendum (tar-1931);
☐ (3) commercial property condition statement (tar-1408);
☒ (4) commercial contract addendum for special provisions (tar-1940);
☐ (5) notice to purchaser of real property in a water district (mud);
☐ (6) addendum for coastal area property (tar-1915);
☐ (7) addendum for property located seaward of the gulf intracoastal waterway (tar-1916);
☐ (8) information about brokerage services (tar-2501); and

☐ (9) ____________________________________________

(note: counsel for the texas association of realtors (tar) has determined that any of the foregoing addenda which are promulgated by the texas real estate commission (trec) or published by tar are appropriate for use with this form.)

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

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

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

25. additional notices:

a. buyer should have an abstract covering the property examined by an attorney of buyer's selection, or buyer should be furnished with or obtain a title policy.

b. if the property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, chapter 49, texas water code, requires seller to deliver and buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

c. notice required by §13.257, water code: "the real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. if your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. there may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. you are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. the undersigned purchaser hereby acknowledges receipt of the foregoing notice as or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." the real property is described in paragraph 2 of this contract.

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initialized for identification by seller ___________ and buyer ___________
D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.

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

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

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on December 29, 2017, the offer will lapse and become null and void.

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

Seller: Borough Park Shopping Center Ltd

By: Borough Park Shopping Center, LTD
By (signature): ____________________________
Printed Name: ____________________________
Title: ____________________________

Buyer: SuperUrban Realty Ventures, LLC

By: SuperUrban Realty Ventures, LLC
By (signature): ____________________________
Printed Name: ____________________________
Title: ____________________________

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AGREEMENT BETWEEN BROKERS
(use only if Paragraph 98(1) is effective)

Principal Broker agrees to pay Five Woods Realty (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- $ [ ]
- [X] 3.000% of the sales price, or
- [ ] % of the Principal Broker's fee.

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

Principal Broker: Caldwell Companies
Cooperating Broker: Five Woods Realty

By: ____________________________
Keith Edwards
Laolu Yemitan

ATTORNEYS

Seller's attorney: ____________________________
Address: ____________________________
Phone & Fax: ____________________________
E-mail: ____________________________
Seller's attorney requests copies of documents, notices, and other information:
- [ ] the title company sends to Seller.
- [X] Buyer sends to Seller.

Buyer's attorney: ____________________________
Address: ____________________________
Phone & Fax: ____________________________
E-mail: ____________________________
Buyer's attorney requests copies of documents, notices, and other information:
- [X] the title company sends to Buyer.
- [ ] Seller sends to Buyer.

ESCORW RECEIPT

The title company acknowledges receipt of:
- [ ] the contract on this day December 23, 2017 (effective date);
- [X] the earnest money in the amount of $1000.00 in the form of [ ]

Title company: Fidelity National Title
Address: 1800 Hughes Landing Blvd., Suite 150
The Woodlands, TX 77380
Phone & Fax: 281-303-6020/713-348-6350
E-mail: Wtrichardson@fnt.com

Assigned file number (GF#): FH 7004844

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13/07 0.4 -
ADDENDUM TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE PROPERTY AT:

Highway 90 E, Houston, TX 77049

The following special provisions apply and will control in the event of a conflict with the other provisions of the contract: The closing shall be conditioned on Buyer securing an allocation of multifamily 9% Housing Tax Credits from the Texas Department of Housing and Community Affairs by August 31, 2018.

Buyer may assign this contract to an affiliate of Buyer, without prior approval from Seller.

Three installments of Earnest Money shall be made as follows:

1) Within three (3) days of execution of this contract, Buyer shall deposit $10,000, and an additional $5,000 by March 31, 2018 (the First Installment).

2) A Second Earnest Money installment of $20,000 will be made on or before August 31, 2018, which shall be non-refundable, but applicable to the sales price.

3) A Third Earnest Money installment of $20,000 will be made on or before October 31, 2018, which shall be non-refundable, but applicable to the sales price.

Starting April 1, 2018, $3,000 of the Earnest Money shall become non-refundable, and an additional $3,000 at the beginning of each subsequent month through August 1, 2018.

On or before the Closing Date, Buyer may exercise one 60-day closing extension by depositing an additional $25,000 into escrow, which shall be non-refundable but applicable to the sales price.

Seller:

By: Borough Park Shopping Center, LTD

By (signature):

Printed Name: 

Title: 

Buyer:

By: SuperUrban Realty Ventures, LLC

By (signature):

Printed Name: Jaryn Harris

Title: Manager/Member

By:

Printed Name: 

Title: 

(TAR-1940) 1-26-10

Page 1 of 1
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
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 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.
We (Fidelity National Title Insurance Company, a Florida corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**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.
SCHEDULE A

Effective Date: February 18, 2018 at 8:00 AM
Commitment No.: FAH17009844-B

Commitment No.: FAH17009844-B Issued: February 27, 2018 at 8:00 AM

1. The policy or policies to be issued are:
   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $1,750,000.00
      PROPOSED INSURED: Provision at Lake Houston, LP
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED 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)
      Policy 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:
   Borough Park Shopping Center, Ltd.
4. Legal description of land:

BEING A TRACT OF LAND LOCATED IN THE EDWARD SHIPMAN SURVEY, ABSTRACT NO. 68, HARRIS COUNTY, TEXAS, BEING A TRACT OF LAND DESCRIBED AS TRACT 1 IN A DEED TO BOROUGH PARKING SHOPPING CENTER, LTD., RECORDED IN INSTRUMENT NO. Y-836819, OFFICIAL PUBLIC RECORDS, HARRIS COUNTY, TEXAS (O.P.R.H.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE N 03°13'03" W, ALONG THE EAST LINE OF SAID HUNTERWOOD TRACT, 179.99 FEET TO A POINT IN THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 90, BEING THE NORTHEASTERLY, AN ARC LENGTH OF 164.45 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 90 AS FOLLOWS:

1) NORTHEASTERLY, AN ARC LENGTH OF 164.45 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3980.00 FEET, A DELTA ANGLE OF 02°22'03", AND A CHORD BEARING N 58°22'45" E, 164.44 FEET TO A POINT;

2) N 59°33'46" E, 6.08 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND BEARS N 07°37" E, 0.4 FEET, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SOWELL EQUITIES-FORESTWOOD, L.P., RECORDED IN INSTRUMENT NO. Y-262363, O.P.R.H.C.T., FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "EHRA 7137844500" BEARS N 59°33'32" E, 1357.07 FEET;


THENCE S 86°58'44" W, ALONG THE SOUTH LINE OF SAID BOROUGH TRACT 1 AND THE NORTH LINE OF SAID HOUSTON LIGHTING & POWER TRACT, 1119.85 FEET TO THE PLACE OF BEGINNING AND CONTAINING 12.075 ACRES (526,004 SQUARE FEET) OF LAND, MORE OR LESS.

NOTE: This Company does not represent that the above acreage or square footage calculations are correct.

END OF SCHEDULE A
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney’s fees, and expenses resulting from:

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

   Item 1, Schedule B is hereby deleted.

   Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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

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

4. Any title 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 or navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or  
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or  
   c. to filled-in lands, or artificial islands, or  
   d. to statutory water rights, including riparian rights, or  
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner 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 years. (If Texas Short Form Residential Mortgagee 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 Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

(Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee 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 Mortgagee Policy of Title Insurance (T-2R).

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

a. Rights of parties in possession.

b. Item intentionally deleted

c. Any portion of the Land located within the boundaries of any roadway or highway.

d. Visible or apparent easement(s) and/or rights of way on, over, under or across the Land not shown by the public records.

e. Pipeline right-of-way and easement thirty (30) feet in width, over and across the herein described property, granted to Houston Pipe Line Company in instruments recorded in Volume 1814, Page 474 and Volume 1808, Page 659, and defined in instruments recorded in Volume 5503, Page 439 and Volume 3938, Page 208, both of the Deed Records of Harris County, Texas and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

f. Drainage easement fifty (50) feet in width along the East line of the herein described property for the use of Harris County Flood Control District, recorded in Volume 2124, Page 608, of the Deed Records of Harris County, Texas, and filed under Harris County Clerk's File Number(s) D-363376 being West of and parallel to the West line of the Houston Natural Gas thirty (30) foot pipeline easement and along portion of Spring or Sulphur Gully and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

g. Item intentionally deleted

h. Item intentionally deleted

i. Water line easement as granted to Hunterwood Municipal Utility District in instrument filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File Number F-706158 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

j. Storm sewer easement twenty (20) feet in width granted to Harris County Flood Control District in instrument filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File Number F-706159 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

k. Sanitary sewer line easements twenty (20) feet in width, as granted to Hunterwood Municipal Utility District in instruments filed for record in the Office of the County Clerk of Harris County, Texas, under County Clerk's File No(s). F-706156 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

l. Water line easements as granted to Hunterwood Municipal Utility District by instruments filed for record in
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

the Office of the County Clerk of Harris County, Texas, under Clerk's File Numbers J-098861 and J-416503 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

m. An easement ten (10) feet in width for the use of public utilities and an unobstructed aerial easement adjoining thereto five (5) feet wide from a plane twenty (20) feet above the ground upward, as shown by instrument filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File Number G-031497 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

n. Easement ten (10) feet in width, together with an aerial easement eleven (11) feet six (6) inches in width from a plane sixteen (16) feet above the ground, as granted to Houston Lighting and Power Company by instrument filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File Number K-235446 and K-344680 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

o. Access Road Easement in two (2) locations as located by instrument to Hunterwood Municipal Utility District filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File Number K-133758 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

p. Access easement twenty (20) feet in width as granted to Hunterwood Municipal Utility District in instrument filed for record in the Office of the County Clerk of Harris County, Texas, under Clerk's File Number F-706155 and as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.

q. 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.

r. All of the oil, gas and other minerals and all other elements not considered a part of the surface estate are excepted herefrom, not insured herein nor guaranteed hereunder, all having been reserved in instrument recorded in Volume 8499, Page 131 of the Deed Records of Harris County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

By instrument recorded under Harris County Clerk's File Number(s) D-507840, the right to use the surface for mineral exploration was waived.

s. A royalty interest of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as set forth in instrument recorded in Harris County Clerk's File No. 20070024830. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

t. A royalty interest of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as set forth in instrument recorded in Harris County Clerk's File No. RP-2017-549574. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

u. A royalty interest of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as set forth in instrument recorded in Volume 519, Page
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

208 of the Deed Records of Harris County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

v. A royalty interest of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as set forth in instrument recorded in Volume 519, Page 209 of the Deed Records of Harris County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

w. A royalty interest of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as set forth in instrument recorded in Volume 612, Page 529 of the Deed Records of Harris County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

x. A royalty interest of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with same are excepted herefrom, as set forth in instrument recorded in Volume 612, Page 529 of the Deed Records of Harris County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

y. Rights of tenants in possession under unrecorded written lease agreements.

z. Subject property is located within the boundaries of Hunterwood Municipal Utility District.

aa. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
SCHEDULE C

Commitment No.: FAH17009844
GF No.: FTH-12-FAH17009844WT

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

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

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Mortgagee 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. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

6. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Company: Borough Park Shopping Center Ltd

   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b. If a domestic Limited Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

   c. If the Limited Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

   e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   The Company reserves the right to add additional items or make further requirements after review of the
7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.

Name: Provision at Lake Houston, LP

a) A copy of the partnership agreement and all amendments thereto.
b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Item intentionally deleted

9. Item Intentionally deleted

10. The Land lies within the boundaries of Hunterwood Municipal Utility District and may be subject to taxes or special assessments by reason thereof. Notice of inclusion of said Land in said district must be given and executed by purchaser and seller and filed of record.

11. The name(s) of the purchaser(s)/borrower(s) shown below has been checked for judgment liens protected under the terms of the Federal Debt Collection Act of 1990, and none were found. If the name(s) of the purchaser(s)/borrower(s) as shown herein should change prior to closing, resubmit for additional examination:

Name(s) of Purchaser(s)/Borrower(s): Provision at Lake Houston, LP

12. The following note is for informational purposes only:

The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

None found of record.

The last Deed found of record affecting the Land was recorded October 19, 2005 at Harris County Clerk's File No. Y836819, wherein the grantee acquired the subject property.

13. Company has reviewed and approved for area and boundary deletion, as well as issuance of T-19 endorsement (without deletions) survey dated as shown by survey dated February 23, 2018, prepared by Aaron L. Stringfellow, Registered Professional Land Surveyor No. 6373.
14. **Note – Important Notice**

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of $50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of $1000.00 for a thirty-day period at an interest rate of 4% is $3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent’s general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).
Commitment No.: FAH17009844

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 issuing Title Insurance Company, **Fidelity National Title Insurance Company**, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   - **Shareholders**: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   - **Directors**: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan
   - **Officers**: Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
   - **Fidelity National Title Agency, Inc.**
     - (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
       - **Owners**: FNTS Holdings, LLC owns 100% of **Fidelity National Title Agency, Inc.**
     - (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 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.
       - **Owners**: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC
     - (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**: Raymond Randall Quirk, Anthony John Park
       - **Officers**: Richard Allen Jones (President), Laurie A. Ford (Senior Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Joseph William Grealish (Executive Vice President)
     - (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
     - (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>$ 9,281.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$ 9,281.00</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>Percent/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.
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 perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
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.”

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

### Types of Information Collected
You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.

### How Information is Collected
We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.

### Use of Collected Information
We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.

### When Information is Disclosed
We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.

### Choices With Your Information
Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.

### Information From Children
We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.

### Privacy Outside the Website
We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.

### International Users
By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

### The California Online Privacy Protection Act
Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.

### Your Consent To This Privacy Notice
By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.

### Access and Correction; Contact Us
If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: May 1, 2015; Last Updated: March 1, 2017

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

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

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

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

How Information is Collected
In the course of our business, we may collect Personal Information about you from the following sources:
- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect Browsing Information from you as follows:
- Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- Cookies. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

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

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

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

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

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

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

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

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

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children
The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website
The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act
For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:
• first and last name;
• property address;
• user name and password;
• loan number;
• social security number - masked upon entry;
• email address;
• three security questions and answers; and
• IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
2018 HTC
Full Application
Part 2 Tab 12
QCT/SADDA Map

NA
2018 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
MFDL Site and Neighborhood Standards

NA
2018 HTC
Full Application

Part 2 Tab 14

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

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
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<tr>
<th>State Senator</th>
<th>District</th>
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| Support Letter | |
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<tr>
<th>City Mayor</th>
<th>County Judge</th>
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<th>School Superintendent</th>
<th>District Name</th>
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</table>

** Jeff Miller  
Presiding officer of Board of Trustees  
14705 Woodforest Blvd.  
Galena Park  
77015  
jmiller@galenaparkisd.com  

** 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.
2018 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations
Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

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

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
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</table>
2018 HTC Full Application

Part 2 Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1.

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

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

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

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

Notifications made at Application:

No pre-application was submitted, and all required entities were notified as required by §10.203 of the Uniform Multifamily Rules.

Part 2.

Notifications - Form and Content:

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

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

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

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

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

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

Part 3.

No Neighborhood Organizations exist (competitive HTC only):

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

Part 4.

Certification

By:

Signature of Applicant/Development Owner

Printed Name

Date

2/26/18

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 26 day of February, 2018

Notary Public Signature

MICHAEL KOEHLER
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 17140639
My Commission Expires 09-28-2021
Development Narrative

1. The proposed Development is: (Check all that apply)
   - New Construction
   - N/A
   (adaptive reuse select New Construction here and adaptive reuse in next box)

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

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

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

2. The Target Population will be:
   - General

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

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

   Elderly Preference is based on funding from:

3. Staff Determinations regarding definitions of development activity obtained?
   - If a determination under §10.3(b) of the Uniform Multifamily Rules was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

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

   The development site is located on US-90 Frontage Road, south and east of US-90, north of highlines maintained by Centerpoint Energy, east of US-90/S. Lake Houston Parkway intersection, in Houston, Texas (Harris County). The property directly to the west is a vacant lot owned by Sowell Equities-Forestwood LP. The adjacent property directly to the south is a 150-foot highlines easement owned and operated by Centerpoint Energy Houston. The easement contains pipelines carrying highly volatile liquids and a PIPA plan as been submitted per the Rules. There is a triangular parcel in the north west part of the site that is owned by the City of Houston and is fenced off to separate the properties.

   Municipal water service is provided on site by 12” PVC Distribution Main, sanitary sewer service is available on site by a 10” ABS Collector, and storm drain service is available from an open channel east of the property in an easement area.

   The development will be 120 units and serve the general population with a mix of one, two, and three bedroom units.

If a revised form is submitted, date of submission:
5. **Funding Request:**
Complete the table below to describe this Application’s funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan:</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Const. to Perm (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)**
Identify any and all set-asides the application will be applying under with an “x”.
Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

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

7. **Previously Awarded State and Federal Funding**
Has this site/activity previously applied for TDHCA funds? No
Has this site/activity previously received TDHCA funds? No
If "Yes" Enter Project Number: NA and TDHCA funding source: NA
Has this site/activity previously received non-TDHCA federal funding? No
If yes, source: NA
Will this site/activity receive non-TDHCA federal funding for costs described in this Application? No

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

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

If a revised form is submitted, date of submission: __________________________
2018 HTC Full Application

Part 3 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>120</td>
<td>14</td>
</tr>
</tbody>
</table>

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

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

   **A. Unit Sizes**

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

     | Bedroom Size | Square Footage |
     |--------------|----------------|
     | 0            | 500            |
     | 1            | 600            |
     | 2            | 800            |
     | 3            | 1,000          |
     | 4            | 1,200          |

   **OR:**

   - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and does not adhere to the size requirements above.

   **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features)**

   - Application is a Tax Exempt Bond Development and will meet a minimum of seven (7) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.
   - Application is HOME only or other Department Direct Loan and will meet a minimum of four (4) points as outlined in §10.101(b)(6)(B) of the Uniform Multifamily Rules.

   ****Rehabilitation Developments will start with a base score of three (3) points and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Tenant Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under §13.6, see Tab 19 for Tenant Services elections)**

   - Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.
   - Application is only requesting Direct Loan funds and will meet a minimum four (4) points as outlined in §10.101(b)(7) of the Uniform Multifamily Rules.

4. **Development Accessibility Requirements (ALL Multifamily Applications)**

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to §10.101(b)(8) of the Uniform Multifamily Rules.

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

     and

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

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

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

1.  
    **Size and Quality of Units (Competitive HTC Applications only) [§11.9(b)]**
    - Development is Rehabilitation and either Supportive Housing or USDA financed OR meets the minimum size requirements identified below:
      - **Bedroom Size**  
        | 0 | 1 | 2 | 3 | 4 |
        |---|---|---|---|---|
        | 550 | 650 | 850 | 1,050 | 1,250 |
    - Specific amenities and quality features will be provided in every Unit at no extra charge to the tenant; Points claimed: 7

2.  
    **Rent Levels of Tenants and Tiebreaker (Direct Loan Applications only) [§13.6(e) and (f)]**
    - At least 20 percent of all low-income Units at 30% or less of AMGI*
      - Direct Loan Points: 0
    - At least 10 percent of all low-income Units at 40% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*
      - Direct Loan Points: 0
    - At least 5 percent of all low-income Units at 30% or less of AMGI*
      - Direct Loan Points: 0
    - In the event of a tie with another application or applications, this percentage of 30% AMGI MFRL units within the Development would be converted to be available to households at 15% AMGI.
      - * 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.

3.  
    **Income Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(1)]**
    - Total Number of Units at 50% or less of AMGI  
      - Points claimed: 49
    - Number of 30% Units used to score points under §11.9(c)(2)*  
      - Points claimed: 10
    - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)  
      - Points claimed: 39
    - Percentage of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)  
      - Points claimed: 40.63%

Mark only one box below:

- Development is located in a Non-Rural Area of the Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or  
  - Points Claimed: 16
- Developments proposed in all other areas.

4.  
    **Rent Levels of Tenants (Competitive HTC Applications only) [§11.9(c)(2)]**
    Mark only one box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.  
  - Points Claimed: 0
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or  
  - Points Claimed: 11
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or  
  - Points Claimed: 0
- At least 5% of all low-income Units at 30% or less of AMGI  
  - Points Claimed: 0

5.  
    **Tenant Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(d)]**

Development will provide a combination of supportive services as identified in §10.101(b)(7) and those services will be recorded in the Development’s LURA.

- Supportive Housing Development proposed by a Qualified Nonprofit  
  - Points Claimed: 0
- All other Developments.
  - Points Claimed: 9
Points Claimed: 1

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

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

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

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

- **Existing Development Name:** Bella Vista
- **TDHCA #:** 14283

[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 Disabilities or a use restriction for Special Needs Populations is **not a disqualifying factor** for purposes of this scoring item.

- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is 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

Application is seeking points for Tenant Populations.

Points Claimed: 2
<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>7.</td>
<td><strong>Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development is requesting Pre-Application Points.</td>
<td></td>
<td>6</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development will maintain a 35 year Affordability Period.</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application requests points for Historic Preservation.</td>
<td></td>
<td></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>
<td></td>
</tr>
<tr>
<td></td>
<td>Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.</td>
<td></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>
<td></td>
</tr>
<tr>
<td></td>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application is eligible for five (5) points.</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>10.</td>
<td><strong>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</strong></td>
<td></td>
<td></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>
<td>1</td>
</tr>
<tr>
<td>11.</td>
<td><strong>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</strong></td>
<td></td>
<td></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>
<td>1</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 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, 8. and C., 3-9, and 3-11, and 3-31 for further guidance;

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

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

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

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

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

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

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

**Management Practices Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Michael Gardner
Printed Name

Member

Title

2/26/18

Date

The State of Texas

COUNTY OF

Before me, a notary public, on this day personally appeared Michael Gardner, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared and certified that the statements therein contained are true and correct. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of February 2018

MICHAEL KOELER
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 17140639
My Commission Expires 08-28-2021

Notary Public Signature
2018 HTC
Full Application

Part 3 Tab 20

Existing Development Information

NA
2018 HTC
Full Application

Part 3 Tab 21

Occupied Developments

NA
Site Plan which:

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

Residential Building floor plans should include the following, building by building:

- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, porches and patios, and any other square footage not included in NRA
- location of accessible units

Common Building floor plans should include the following, building by building:

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

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

Unit floor plans for each type of Unit

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

Elevations for each side of each building type and must include:

- a percentage estimate of the exterior composition of each elevation
- roof pitch

Photos of building elevations (Rehab and Adaptive Reuse not altering the unit configuration)
A1 ONE BEDROOM, ONE BATH 701 S.F.

SCALE 1/4" = 1' - 0"

ALL UNITS ACCESSED BY THE GROUND FLOOR OR BY ELEVATOR COMPLY WITH THE VISITABILITY REQUIREMENTS OF SECTION 10.101(b)(8)(B)(iii)
W. D.
BATH
BEDROOM
12'-6"x11'-8"

ENTRY
KITCHEN
HALL
W.I.C.
CLO.
P.

GREAT ROOM
12'-10"x14'-4"

STG.
COVERED PATIO
9'-6"x5'-0"

LIN.
CLO.
STG.
COVERED PATIO

PROVISION AT LAKE HOUSTON, LP
HOUSTON, TEXAS

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ROSS architects

A1-HC ONE BEDROOM, ONE BATH 701 S.F.
B1 TWO BEDROOM, TWO BATH  955 S.F.

W.  D.  W.H.

BEDROOM #2
11'-0"x10'-0"

LIN.

BATH #1
W.I.C.

UTIL.

KITCHEN
P.

ENTRY

B1 UNIT

BATH #2
LIN.

CLO.

HALL

W.I.C.

HALL

CLO.

GREAT ROOM
12'-10"x13'-8"

STG.

COVERED PATIO
9'-6"x3'-6"

BEDROOM #1
12'-6"x11'-0"

STG.

COVERED PATIO
9'-6"x3'-6"

BEDROOM #2
11'-0"x10'-0"

ALL UNITS ACCESSED BY THE GROUND FLOOR OR BY ELEVATOR COMPLY WITH THE VISITABILITY REQUIREMENTS OF SECTION 10.101(b)(B)(iii)
C1 THREE BEDROOM, TWO BATH 1,125 S.F.
BEDROOM #2
11'-0"x10'-6"

CLO.

MASTER BEDROOM
11'-6"x12'-0"

MASTER BATH

W.I.C.

KITCHEN

ENTRY

DINING ROOM
7'-4"x7'-10"

LIVING ROOM
11'-2"x11'-9"

W.H.

W.D.

BEDROOM #3
11'-0"x10'-6"

41'-10"

UTIL.

CLO.

BATH #2

HALL

W.I.C.

STG.

COVERED PATIO
9'-6"x10'-0"

30'-11"

ALL UNITS ACCESSED BY THE GROUND FLOOR OR BY ELEVATOR COMPLY WITH THE VISITABILITY REQUIREMENTS OF SECTION 10.101(b)(8)(B)(iii)

C1-HC THREE BEDROOM, TWO BATH 1,125 S.F.

SCALE 1/4" = 1' - 0"

C1-HC UNIT
BUILDING TYPE 'A' SECOND FLOOR PLAN

NON-A.C. SQ. FT.

BALCONIES, BREEZEWAYS & CORRIDORS - FIRST FLOOR 1,500 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - SECOND FLOOR 1,340 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - THIRD FLOOR 1,340 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - TOTAL 4,180 SQ. FT.
BUILDING TYPE 'A' THIRD FLOOR PLAN

NON-A.C. SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - FIRST FLOOR 1,500 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - SECOND FLOOR 1,340 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - THIRD FLOOR 1,340 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - TOTAL 4,180 SQ. FT.

SCALE 1/16" = 1'-0"
BUILDING TYPE 'A' FRONT ELEVATION

SCALE 1/16" = 1'-0"

ALL OTHER SIDES ARE OF SIMILAR COMPOSITION
30% MASONRY, 70% SIDING

PROVISION AT LAKE HOUSTON, LP
HOUSTON, TEXAS
BUILDING TYPE 'B' SECOND FLOOR PLAN

NON-A.C. SQ. FT.

- BALCONIES, BREEZEWAYS & CORRIDORS - FIRST FLOOR: 1,418 SQ. FT.
- BALCONIES, BREEZEWAYS & CORRIDORS - SECOND FLOOR: 1,258 SQ. FT.
- BALCONIES, BREEZEWAYS & CORRIDORS - THIRD FLOOR: 1,256 SQ. FT.
- BALCONIES, BREEZEWAYS & CORRIDORS - TOTAL: 3,997 SQ. FT.
BUILDING TYPE 'B' THIRD FLOOR PLAN

SCALE 1/16" = 1'-0"

NON-A.C. SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - FIRST FLOOR 1,418 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - SECOND FLOOR 1,258 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - THIRD FLOOR 1,258 SQ. FT.
BALCONIES, BREEZEWAYS & CORRIDORS - TOTAL 3,997 SQ. FT.
CLUBHOUSE AMENITIES:
- Furnished Fitness Center
- Equipped and functioning Business Center
- Furnished Community Room
- Leasing Office
ALL OTHER SIDES ARE OF SIMILAR COMPOSITION

30 YR. ARCHITECTURAL SHINGLES OVER 15# FELT PAPER ON 15/32" OSB DECKING

STUCCO VENEER
BRICK BANDING

10'-1"

12'-6"

12'-6"

11'-0"

12'-6"

12'-6"

12'-6"

31'-0"

60% MASONRY, 40% STUCCO

CLUBHOUSE FRONT ELEVATION

SCALE 3/32" = 1'-0"
2018 HTC
Full Application

Part 3 Tab 23

Specifications and Building/Unit Type Configuration and Tab 23a, 23b, 23c Forms
**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)

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

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

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Free
- Paid
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- 202 (14 possible)
- Uncovered Spaces
- Structured Parking Garage Spaces

**Floor Composition/Wall Height:**
- 100% Carpet/Vinyl/Resilient Flooring
- Ceiling Height
- 9% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

### Unit Types and Configurations

<table>
<thead>
<tr>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>3</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>B1</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>C1</td>
<td>3</td>
<td>2</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<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>6</td>
<td>18</td>
<td>12,618</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>18</td>
<td>78</td>
<td>74,490</td>
</tr>
<tr>
<td>C1</td>
<td>2</td>
<td>0</td>
<td>24</td>
<td>27,000</td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>72</td>
<td>120</td>
</tr>
<tr>
<td></td>
<td></td>
<td>48</td>
<td>114,108</td>
</tr>
</tbody>
</table>

**Supportive Housing Applicants Only**

Enter the total development common area from the architect’s plans:

Ensure that this number matches your architectural drawings.

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

The lesser of these two numbers added to NRA:

Use this number to figure points under 11.9(e)(2)

If a revised form is submitted, date of submission:
**Accessible Mobility Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types **AND** the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired **and an additional 2%** must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>120</td>
<td>5%</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>1/1 (701 S.F.)</td>
<td>18</td>
<td>5%</td>
<td>0.9</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (955 S.F.)</td>
<td>78</td>
<td>5%</td>
<td>3.9</td>
<td>3.9</td>
<td>4</td>
</tr>
<tr>
<td>3/2 (1125 S.F.)</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
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<tr>
<td>120</td>
<td>6</td>
<td>6.1</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874 sqft &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>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Printed Name: [Name]

Date: [2-27-18]

Firm Name (If applicable): [Firm Name]
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.

### Hearing/Visual Calculation

<table>
<thead>
<tr>
<th>Unit Description</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>1/1 (701 S.F.)</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (955 S.F.)</td>
<td>78</td>
<td>2%</td>
<td>1.56</td>
<td>1.56</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1125 S.F.)</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>120</td>
<td>2%</td>
<td>2.4</td>
<td>3</td>
<td>3</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>Unit Description</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>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></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</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]

Printed Name: [Name]

Firm Name (If applicable): [Firm Name]

Date: [Date]
Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:


There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>216</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>204</td>
<td>0.9444444444</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>12</td>
<td>0.0555555556</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>12</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>11</td>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>0.6666667</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

EXAMPLE*

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>16</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>10</td>
<td>10</td>
<td>1</td>
</tr>
<tr>
<td>Carports</td>
<td>3.5555556</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Garages</td>
<td>1.7777778</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>16</td>
<td>16</td>
<td>3</td>
</tr>
</tbody>
</table>

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: [Name]
Date: [Date]

Firm Name (if applicable): [Company Name]
# 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):

## Rent Designations (select from Drop down menu)

<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>8</td>
<td>1</td>
<td>1.0</td>
<td>701</td>
<td>5,608</td>
<td>403</td>
<td>68</td>
<td>335</td>
<td>2,680</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>701</td>
<td>5,608</td>
<td>670</td>
<td>68</td>
<td>602</td>
<td>4,816</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>701</td>
<td>701</td>
<td>804</td>
<td>68</td>
<td>736</td>
<td>736</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>955</td>
<td>955</td>
<td>483</td>
<td>85</td>
<td>398</td>
<td>398</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30</td>
<td>2</td>
<td>2.0</td>
<td>955</td>
<td>28,650</td>
<td>805</td>
<td>85</td>
<td>720</td>
<td>21,600</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>45</td>
<td>2</td>
<td>2.0</td>
<td>955</td>
<td>42,975</td>
<td>966</td>
<td>85</td>
<td>881</td>
<td>39,645</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>955</td>
<td>1,910</td>
<td></td>
<td></td>
<td></td>
<td>2,262</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>1,125</td>
<td>558</td>
<td>104</td>
<td>454</td>
<td>454</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>1,125</td>
<td>930</td>
<td>104</td>
<td>826</td>
<td>826</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>1,125</td>
<td>1,116</td>
<td>104</td>
<td>1,012</td>
<td>1,012</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21</td>
<td>3</td>
<td>2.0</td>
<td>1125</td>
<td>23,625</td>
<td></td>
<td></td>
<td>1,265</td>
<td>26,565</td>
</tr>
</tbody>
</table>

## Self Score Total: 120

## TOTAL: 120

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>$0.00 per unit/month for:</th>
<th>late/app/pet fees, retained deposits</th>
<th>2,400</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>$20.00 per unit/month for:</td>
<td>interest income</td>
<td></td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$0.00 per unit/month for:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **TOTAL NONRENTAL INCOME**: $20,000

- **POTENTIAL GROSS MONTHLY INCOME**: $104,254

- **% of Potential Gross Income**: 7.56% (7.815%)

- **Rental Concessions (enter as a negative number)**: Enter as a negative value

- **EFFECTIVE GROSS MONTHLY INCOME**: $96,435

- **X 12 = EFFECTIVE GROSS ANNUAL INCOME**: $1,157,219

- **Provision for Vacancy & Collection Loss**
  - 7.5%
  - (7,819)

If a revised form is submitted, date of submission: [ ]

246832.075
### 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>10%</td>
<td>10</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>41%</td>
<td>39</td>
</tr>
<tr>
<td>TC60%</td>
<td>49%</td>
<td>47</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td></td>
<td>96</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td>24</td>
</tr>
<tr>
<td>Total Units</td>
<td></td>
<td>120</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>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Li Total</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MRBMR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>78</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<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>0</td>
</tr>
<tr>
<td>HTF40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td></td>
<td>0</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>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER</th>
<th>Total OT Units</th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>Cost Per Sq Ft</th>
<th>$114.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>HARD</td>
<td>Cost Per Sq Ft</td>
<td>$114.10</td>
</tr>
<tr>
<td>BUILDING</td>
<td>Cost Per Sq Ft</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
**Utility Allowances [§10.614]**

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$7</td>
<td>$8</td>
<td>$10</td>
<td></td>
<td></td>
<td>Houston Housing Authority</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$4</td>
<td>$6</td>
<td>$8</td>
<td></td>
<td></td>
<td>12/1/17</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$16</td>
<td>$23</td>
<td>$29</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$15</td>
<td>$20</td>
<td>$26</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$10</td>
<td>$12</td>
<td>$15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td>Electric</td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td>$68</td>
<td>$85</td>
<td>$104</td>
<td></td>
<td></td>
<td></td>
<td>$-</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: ___________________________
**Utility or Service** | **Monthly Dollar Allowances**
--- | ---
**Heating** | 0BR 1BR 2BR 3BR 4BR 5BR 6BR 7BR 8BR
a. Natural Gas | $7 | $8 | $9 | $9 | $11 | $11 | $12 | $13 | $13
b. Bottle Gas |  |  |  |  |  |  |  |  |  
c. Electric | $6 | $7 | $8 | $10 | $11 | $12 | $13 | $14 | $15
d. Coal/Other |  |  |  |  |  |  |  |  |  
**Cooking** | 0BR 1BR 2BR 3BR 4BR 5BR 6BR 7BR 8BR
a. Natural Gas | $2 | $2 | $3 | $4 | $5 | $6 | $7 | $7 | $8
b. Bottle Gas |  |  |  |  |  |  |  |  |  
c. Electric | $4 | $4 | $6 | $8 | $10 | $12 | $13 | $14 | $15
d. Coal/Other |  |  |  |  |  |  |  |  |  
**Other Electric - Lighting - Base** | $14 | $16 | $23 | $29 | $35 | $42 | $45 | $48 | $51
**Air Conditioning** | $12 | $15 | $20 | $26 | $32 | $37 | $40 | $43 | $46
**Water Heating** | 0BR 1BR 2BR 3BR 4BR 5BR 6BR 7BR 8BR
a. Natural Gas | $4 | $5 | $7 | $9 | $11 | $13 | $14 | $15 | $15
b. Bottle Gas |  |  |  |  |  |  |  |  |  
c. Electric | $8 | $10 | $12 | $15 | $18 | $20 | $22 | $23 | $25
d. Coal/Other |  |  |  |  |  |  |  |  |  
**Water** | $21 | $21 | $27 | $34 | $40 | $46 | $50 | $55 | $59
**Sewer** | $31 | $32 | $41 | $51 | $60 | $69 | $75 | $81 | $87
**Trash Collection** | 0BR 1BR 2BR 3BR 4BR 5BR 6BR 7BR 8BR
Range/Microwave (if tenant supplies) | $12 | $12 | $12 | $12 | $12 | $12 | $12 | $12 | $12
Refrigerator (if tenant supplies) | $13 | $13 | $13 | $13 | $13 | $13 | $13 | $13 | $13
Other - Monthly Electric Fee | $16 | $16 | $16 | $16 | $16 | $16 | $16 | $16 | $16
Other - Monthly Gas Fee | $16 | $16 | $16 | $16 | $16 | $16 | $16 | $16 | $16

**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**

---

**Smaller of bedroom or voucher**

---

**Table Complete for the actual unit rented.**

---

**Utility or Service** | **Per Month Cost**
--- | ---
Heating | -
Cooking | -
Other Electric | -
Air Conditioning | -
Water Heating | -
Water | -
Sewer | -
Trash Collection | -
Range/Microwave | -
Refrigerator | -
Other (Elec Fee) | -
Other (Gas Fee) | -
Total | $0

---

**Effective Date** 12/1/2017
2018 HTC
Full Application

Part 4 Tab 26

Annual Operating Expenses
### ANNUAL OPERATING EXPENSES

#### General & Administrative Expenses
- **Accounting**: $11,837
- **Advertising**: $7,102
- **Legal fees**: $8,878
- **Leased equipment**: $0
- **Postage & office supplies**: $4,261
- **Telephone**: $4,261
- **Other - travel & internet/cable**: $5,445
- **Other - training**: $1,776

Total General & Administrative Expenses: $43,560

#### Management Fee:
- Percent of Effective Gross Income: 5.00%
- **Management Fee**: $57,861

#### Payroll, Payroll Tax & Employee Benefits
- **Management**: $57,935
- **Maintenance**: $53,557
- **Other benefits**: $27,873
- **Other incentive**: $4,635

Total Payroll, Payroll Tax & Employee Benefits: $144,000

#### Repairs & Maintenance
- **Elevator**: $3,564
- **Exterminating**: $17,822
- **Make-ready**: $28,515
- **Repairs**: $17,822
- **Pool**: $0
- **Other - fire sprinklers**: $4,277

Total Repairs & Maintenance: $72,000

#### Utilities (Enter Only Property Paid Expense)
- **Electric portfolio**: $15,110
- **Natural gas portfolio**: $7,417
- **Trash portfolio**: $71,793
- **Other describe**: $4,277

Total Utilities: $94,320

Annual Property Insurance: Rate per net rentable square foot: $0.39
- **Annual Property Insurance**: $45,000

#### Property Taxes:
- **Published Capitalization Rate**: 10.00%
- **Source**: Harris
- **Annual Property Taxes**: $152,496
- **Payments in Lieu of Taxes**: $0

Total Property Taxes: $152,496

Reserve for Replacements:
- Annual reserves per unit: $250
- Reserve for Replacements: $30,000

#### Other Expenses
- **Cable TV**: $0
- **Supportive Services (Staffing/Contracted Services)**: $0
- **TDHCA Compliance fees**: $3,840
- **TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)**: $0
- **Security**: $0
- **Other describe**: $0

Total Other Expenses: $3,840

TOTAL ANNUAL EXPENSES
- **Expense per unit**: $5359
- **Total Annual Expenses**: $643,077

Expense to Income Ratio: 55.57%

#### NET OPERATING INCOME (before debt service)
- **Annual Debt Service**: $428,395
- **Amegy Bank**: $428,395

Total Annual Debt Service: $428,395

DEBT COVERAGE RATIO: 1.20

NET CASH FLOW: $85,747

If a revised form is submitted, date of submission: 

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If a revised form is submitted, date of submission: 

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If a revised form is submitted, date of submission: 

---
## INCOME

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<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
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<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,222,248</td>
<td>$1,246,693</td>
<td>$1,271,627</td>
<td>$1,297,059</td>
<td>$1,323,001</td>
<td>$1,460,700</td>
<td>$1,612,730</td>
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<tr>
<td>Secondary Income</td>
<td>$28,800</td>
<td>$29,376</td>
<td>$29,964</td>
<td>$30,563</td>
<td>$31,174</td>
<td>$34,419</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,251,048</td>
<td>$1,276,069</td>
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<td>$1,354,175</td>
<td>$1,495,118</td>
<td>$1,650,731</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($93,829)</td>
<td>($95,705)</td>
<td>($97,619)</td>
<td>($99,572)</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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<td>$1,180,364</td>
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## EXPENSES

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<th>YEAR 3</th>
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<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<td>Management Fee</td>
<td>$57,861</td>
<td>$59,018</td>
<td>$60,199</td>
<td>$61,403</td>
<td>$62,631</td>
<td>$69,149</td>
<td>$76,346</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$144,000</td>
<td>$148,320</td>
<td>$152,770</td>
<td>$157,353</td>
<td>$162,073</td>
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<td>$46,350</td>
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<td>$50,648</td>
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<td>$68,067</td>
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<tr>
<td>Property Tax</td>
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<td>$161,783</td>
<td>$166,636</td>
<td>$171,636</td>
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<td>$230,664</td>
</tr>
<tr>
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## DEBT SERVICE

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<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
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<td>Other Annual Required Payment</td>
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<td>1.24</td>
<td>1.28</td>
<td>1.32</td>
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Signature, Authorized Representative, Construction or Permanent Lender

Phone: ___________________ Email: ___________________

Date: ___________________

Signature, Authorized Representative, Syndicator

Printed Name: ___________________ Date: ___________________

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

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

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<td>$98,772</td>
<td>$102,920</td>
<td>$121,866</td>
<td>$136,993</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
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</tbody>
</table>

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Sara Hutchinson
Printed Name
Phone: (818) 397-7494
Email: sara.hustinsoo@amegybank.com

Signature, Authorized Representative, Construction or Permanent Lender
Date: 2-26-18

Signature, Authorized Representative, Syndicator
Printed Name
Date

If a revised form is submitted, date of submission:
Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has off-site costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Costs, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Lines 35-37 Hidden:

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $  

Randall Eardley

Printed Name: 2/26/2018

Date: If a revised form is submitted, date of submission:
2018 HTC
Full Application

Part 4 Tab 29

Site Work Cost 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.
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

Column D: To arrive at total construction costs in Column D:

- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the Site Work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

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

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td>$569,886.00</td>
<td>1</td>
<td>$569,886.00</td>
<td>In Civil Design Fee</td>
<td>$569,886.00</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>$47,990.40</td>
<td>1</td>
<td>$47,990.40</td>
<td>In Civil Design Fee</td>
<td>$47,990.40</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$41,991.60</td>
<td>1</td>
<td>$41,991.60</td>
<td>In Civil Design Fee</td>
<td>$41,991.60</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$5,998.80</td>
<td>1</td>
<td>$5,998.80</td>
<td>In Civil Design Fee</td>
<td>$5,998.80</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>$503,899.20</td>
<td>1</td>
<td>$503,899.20</td>
<td>In Civil Design Fee</td>
<td>$503,899.20</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$29,994.00</td>
<td>1</td>
<td>$29,994.00</td>
<td>In Civil Design Fee</td>
<td>$29,994.00</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$543,840.00</td>
<td>1</td>
<td>$543,840.00</td>
<td>In Civil Design Fee</td>
<td>$543,840.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,743,600</td>
<td></td>
</tr>
</tbody>
</table>

Randall Eardley
Printed Name

Signature of Registered Engineer
2-26-2018

Seal

Date

If a revised form is submitted, date of submission:

Page 2 of 2 Printed: 2/26/2018 3:01 PM
2018 HTC
Full Application

Part 4 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>Acquisition</td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>$1,750,000</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>$0</td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>$15,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal Acquisition Cost</td>
<td>$1,765,000</td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>$0</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>$0</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>$0</td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>$0</td>
</tr>
<tr>
<td>Sewer laterals</td>
<td>$0</td>
</tr>
<tr>
<td>Off-site paving</td>
<td>$0</td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal Off-Sites Cost</td>
<td>$0</td>
</tr>
<tr>
<td>Demolition</td>
<td>$569,886</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$0</td>
</tr>
<tr>
<td>Detention</td>
<td>$47,990</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$41,992</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$5,999</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$503,899</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$543,840</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$503,899</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$543,840</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$29,994</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
</tr>
<tr>
<td>Subtotal Site Work Cost</td>
<td>$1,743,600</td>
</tr>
<tr>
<td>Landscaping</td>
<td>$250,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>$150,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fencing</td>
<td>$126,000</td>
</tr>
<tr>
<td>amenity equip/furniture</td>
<td>$24,000</td>
</tr>
<tr>
<td>Subtotal Site Amenities Cost</td>
<td>$575,000</td>
</tr>
<tr>
<td>Cost Category</td>
<td>Before 11.9(e)(2)</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Concrete</td>
<td>913,779</td>
</tr>
<tr>
<td>Masonry</td>
<td>528,478</td>
</tr>
<tr>
<td>Metals</td>
<td>139,297</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,609,720</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>150,231</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>77,678</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>280,283</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,097,044</td>
</tr>
<tr>
<td>Specialties</td>
<td>0</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>0</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,229,371</td>
</tr>
<tr>
<td>Electrical</td>
<td>870,322</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>300,000</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>0</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td>0</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>0</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**

Before 11.9(e)(2)

$8,558,100

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

Enter amount to be used to achieve desired score.

$75.00 psf $8,558,100

**TOTAL BUILDING COSTS & SITE WORK**

(including site amenities)

$10,876,700

Contingency

5.00% $543,835

**TOTAL HARD COSTS**

$11,420,535

**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>THC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>6.00%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

$1,598,875

**TOTAL CONSTRUCTION CONTRACT**

Before 11.9(e)(2)

$13,019,410

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

Enter amount to be used to achieve desired score.

$0.00 psf $13,019,410

---

*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 Buildine OR Hard Costs at end of form.
## SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>255,500</td>
<td>255,500</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>95,000</td>
<td>95,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>325,000</td>
<td>325,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Survey</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>150,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>77,858</td>
<td>77,858</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>builders risk and bond</strong></td>
<td>319,568</td>
<td>319,568</td>
</tr>
<tr>
<td><strong>ffe</strong></td>
<td>250,000</td>
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</table>

**Subtotal Soft Cost**

<table>
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<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,629,926</td>
<td>$0</td>
</tr>
</tbody>
</table>

## FINANCING:

### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>898,883</td>
<td>449,442</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>77,500</td>
<td>77,500</td>
</tr>
<tr>
<td>Inspection fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
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<td></td>
</tr>
</tbody>
</table>

### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>62,610</td>
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</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>77,500</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
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### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
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<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>70,000</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>45,000</td>
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</tr>
<tr>
<td>Tax opinion reimbursables</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,576,493</td>
<td>$0</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>167,500</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative profit or fee</td>
<td>2,138,192</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,305,692</td>
<td>$0</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>535,736</td>
<td></td>
</tr>
<tr>
<td>Replacement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$535,736</td>
<td>$0</td>
</tr>
</tbody>
</table>

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Total Housing Development Costs</strong></td>
<td>$20,832,257</td>
<td>$0</td>
</tr>
</tbody>
</table>

---

The following calculations are for HTC Applications only.

**Deduct From Basis:**
- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$0</td>
<td>$17,676,970</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td>130%</td>
<td></td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$0</td>
<td>$22,980,061</td>
</tr>
<tr>
<td><strong>Applicable Fraction</strong></td>
<td></td>
<td>77%</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$17,696,945</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Applicable Percentage</strong></td>
<td></td>
<td>9.00%</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$1,592,725</td>
<td>$0</td>
</tr>
</tbody>
</table>

(May be greater than actual request)

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

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

| Score                              | 12       |

**Name of contact for Cost Estimate:**

**Dan Rigney**

**Phone Number for Contact:**

**512-992-1913**

If a revised form is submitted, date of submission: **null**
2018 HTC
Full Application

Part 4 Tab 31

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

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanen Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. To Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Amegy Bank</td>
<td>Conventional Loan</td>
<td>$14,000,000</td>
<td>5.50%</td>
</tr>
</tbody>
</table>

#### Third Party Equity

- **Raymond James**: HTC, $1,500,000, 5.50% 1st, $13,798,620, 0.92

#### Grant

- **City of Houston**: In-Kind Contribution, $500

#### Deferred Developer Fee

- **Gardner Capital Development**: $772,137

#### Other

- **Direct Loan Match**: $0

<table>
<thead>
<tr>
<th>Total Sources of Funds</th>
<th>$16,069,793</th>
<th>$20,832,257</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Uses of Funds</td>
<td>$20,832,257</td>
<td></td>
</tr>
</tbody>
</table>

### INSTRUCTIONS

Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

Construction financing will be provided by Amegy Bank in the form of a construction loan. The construction loan will be in the amount of $14,000,000. The construction loan will carry an interest rate on the loan that is calculated by adding a base spread of 3.00% to the 30-day LIBOR rate, currently underwritten at 5.50%. Permanent financing will also be provided by Amegy Bank in the form of a conventional perm loan. The perm loan will be in the amount of $6,261,000. The perm loan will carry a fixed interest rate equal to the rate on the FHLC PIP plus 2.35%, currently underwritten at 6.00%. The loan will have a 18 year term and a 35 year amortization period. Raymond James will be providing the equity for the project at an syndication rate of $0.92. Total equity proceeds will be equal to $13,798,620 with $2,069,793 coming during the construction period. The City of Houston will provide local funding in the amount of $500 which will go towards permitting fees and related costs. It is

Describe the replacement reserves:

Annual replacement reserves will be equal to $250 per unit. Operating reserves are estimated to be $535,736.

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: |
By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender: [Signature]
Printed Name: [Printed Name]

Telephone: [Telephone]
Email address: [Email address]

If a revised form is submitted, date of submission: [Date of Submission]

Date: [Date]
2018 HTC Full Application

Part 4 Tab 32

Multifamily Direct Loan
Financial Capacity

NA
2018 HTC
Full Application

Part 4 Tab 33
Multifamily Direct Loan
Match Funds

NA
2018 HTC
Full Application

Part 4 Tab 34

Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Section</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Commitment of Development Funding by Local Political Subdivision</strong></td>
<td>1</td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td>City of Houston</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>x</td>
</tr>
<tr>
<td>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.</td>
<td>x</td>
</tr>
<tr>
<td>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.</td>
<td>x</td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
<td>1</td>
</tr>
</tbody>
</table>

| **2. Financial Feasibility**                                           | 0              |
| Eligible Pro-Forma and letter stating the Development is financially feasible. |                |
| Eligible Pro-Forma and letter stating Development *and* Principals are acceptable. | 18             |
| **Total Points Claimed:**                                              | 18             |

| **3. Leveraging of Private, State, and Federal Resources**             | 3              |
| Percent of Units restricted to serve households at or below 30% of AMGI | 8.33%          |
| HTC funding request as a percent of Total Housing Development Cost    | 7.20%          |
| 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              |
2018 HTC
Full Application

Part 4 Tab 35

Finance Supporting Documents
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
Via: E-Mail

February 26, 2018

Provision at Lake Houston, LP
8000 Maryland Avenue
#910
Clayton, MO 63105
Attn: Michael Gardner

RE: Provision at Lake Houston, Houston, TX – TDHCA #18383

Dear Mr. Gardner,

ZB, N.A dba Amegy Bank ("Lender") is interested in providing financing for the Property, as described below. Based on our discussions and the information you have presented to us, I am pleased to present the following "Term Sheet" as a preliminary outline of financing for your consideration. In this regard, I present the following proposed loan terms for your consideration:

**General Information**

**Borrower:** Provision at Lake Houston, LP, a to be formed single asset entity (the "Borrower"). Provision at Lake Houston GP, LLC will be general partner of the Borrower.

**Property:** A 120 unit multifamily rental housing project to be constructed on land located on Highway 90 at South Lake Houston Parkway, Houston, Harris County, Texas 77049 (the "Property").

**Purpose:** To provide a “Mortgage Loan” for construction and permanent financing of a multifamily rental housing property and related facilities and improvements.

**Security:** A valid, first lien encumbering the Property along with an assignment of the plans, specs, equity contributions, leases, rents, architect/engineering contracts, construction contracts, licenses, permits, and other agreements.

**Recourse:** Full recourse to the Borrower and Michael Gardner (the "Guarantor") must sign a full unconditional joint and several guaranty at closing.

Upon satisfying the requirements for Amortization Commencement, as outlined in this Term Sheet, the Mortgage Loan will convert to a non-recourse loan and the Michael Gardner guaranty shall become limited.
to certain circumstances occurring, such as fraud, misrepresentation, environmental issues, bankruptcy, etc.

**Loan Terms**

**Loan Amount:**
The Mortgage Loan will be in an amount equal to the lesser of (a) $14,000,000 or (b) 80% of the Property's appraised value, as completed (including the value of the tax credits), based upon Lender's review of an approved third party appraisal. The Mortgage Loan amount is based upon a total project cost of $20,832,257.

**Permanent Loan Term Amount:**
The “Permanent Loan Term Amount” is estimated to be $6,261,000. The Permanent Loan Term Amount may not exceed 80% of the Property's appraised value "as stabilized" assuming restricted rents based upon Lender's review of a third party appraisal, with a minimum underwritten debt service coverage ratio of 1.15 to 1 at project completion and stabilization based upon an underwritten interest rate of 6.00% with a 35-year amortization.

**Equity Investment:**
$13,798,620 or such other amount acceptable by Lender, by tax credit investor Raymond James who is acceptable to Lender. If at any time during the Loan Term Lender determines that the portion of the Loan Amount not yet advanced is insufficient to complete the remaining construction work due to an increase in the total project cost, Borrower will be required to contribute additional equity equal to the shortage prior to Lender advancing additional loan proceeds.

Equity installments will be used to fund development costs and/or pay down the Mortgage Loan to the Permanent Loan Term Amount.

**Interest Rate:**
The Interest Rate on the Mortgage Loan is calculated by adding a base spread of 3.00% to the 30-day LIBOR rate adjusted monthly. (Currently, underwritten at a 5.50% rate)

The Interest Rate on the Permanent Loan Term Amount shall be fixed at a rate equal to the rate on the FHHLB CIF 20 Year Term/30 Year Amortization Rate plus 2.35%, which shall be set at closing. (Currently, underwritten at a 6.00% rate.)

**Loan Term:**
The term for the Mortgage Loan will be 20 years. (24 months construction period and 18 years permanent period).

At Borrower's option, subject to the terms of the Loan Agreement, the construction period may be extended for (6) six months upon the payment of a .25% extension fee based upon the outstanding principal balance of the Mortgage Loan on that date, and the full and complete satisfaction of certain other conditions as will be specified in the Loan Agreement.

**Loan Payments:**
Monthly payments for the Mortgage Loan will be interest only for the first 24 months, thereafter converting to principal and interest payments based upon a 35-year amortization period.
Amortization Commencement:

"Amortization Commencement" is the date that the Mortgage Loan begins amortization which occurs after (1) completion of the Project, (2) principal balance of the Mortgage Loan reduced to the Permanent Loan Term Amount, (3) Project occupancy of 90% for 90 days, (4) operating performance at a debt coverage ratio of no less than 1.15 to 1 for 90 days and (5) satisfaction of the limited partnership requirements. Amortization Commencement is not to occur later than 24 months from loan closing. The debt coverage ratio calculation will include principal, interest, operating expenses, any and all taxes payable, insurance and replacement reserves, and use the actual rate locked at closing and a 35-year amortization.

Construction Completion:

Project construction must be completed within 18 months of loan closing.

Construction Contract:

Gardner Capital Construction, L.L.C will be the Contractor for the project. The construction contract must be for a fixed cost consistent with the budget approved by Lender. Any lien rights of the Contractor shall be subordinate to liens of the Lender. No bonding or letter of credit will be required. However, the Contractor must provide a completion guaranty.

Advances:

Project costs will first be funded from the equity deposited with Lender (as it is funded) and second from the proceeds of the Mortgage Loan. None of the proceeds of the Mortgage Loan will be made available to Borrower unless and until the entire amount of the first equity payment has been deposited with Lender and disbursed to Borrower in accordance with the terms of the Loan Agreement. Construction draws can be submitted for consideration by Lender on monthly basis. All advances are subject to the terms of the Loan Agreement and other loan documents which use percentage of completion with a 10% retainerage (except for materials) for determining each advance.

Developer Fees & Overhead:

Developer fees and overhead may be paid based on a mutually agreed upon schedule between the Lender and the tax credit investors.

Inspections:

An independent inspection firm will verify draw requests involving hard construction costs. The cost of the inspections will be paid for by the Borrower. Any testing reports that the Borrower receives during construction should be forwarded to Lender so these reports can be provided to Lender's inspecting engineer.

Prepayment:

The Mortgage Loan may be prepaid at any time subject to a "Prepayment Penalty", which shall be based on the following:

1st - 5th Year of Mortgage Loan - 1%
6th Year of Mortgage Loan and thereafter - 0%.

Notwithstanding the foregoing, the Mortgage Loan balance may be reduced by up to 10%, without penalty, at time of Amortization Commencement.
Funds and Accounts

Tax and Insurance Escrow: An escrow account will be required for real estate taxes, assessments and insurance premiums commencing the month following conversion.

Capital Improvement Reserve: The Lender will establish a designated escrow account for the Capital Improvements Reserve. Borrower shall make monthly deposits to said account in the amount of $2,500 per month for replacement items commencing the month following conversion.

Reserves: A Rent Up Reserve must be included in the development budget equal to $150,000. These funds may be drawn during the lease-up phase up until Amortization Commencement.

Operating Reserve must be included in the development budget equal to $535,736 for future operating deficits after Amortization Commencement.

Deposits and Fees

Expense Deposit: An Expense Deposit is not required. However, Borrower agrees to pay for any Lender ordered third party reports, such as the appraisal.

Origination Fee: Borrower agrees to pay to Lender non-refundable "Origination Fees" in an amount equal to 1% of the Mortgage Loan amount and 1% of the Permanent Loan Amount at closing.

Legal Fees: Borrower agrees to pay Lender's legal fees incurred in connection with the preparation and negotiation of the loan documents.

Broker Fees: It is Lender's understanding that no mortgage broker is involved in this transaction. No broker's fees will be paid by Lender or from any fees due Lender.

THIS TERM SHEET REFLECTS LENDER'S PRELIMINARY INTEREST IN EXPLORING THE POSSIBILITY OF A CREDIT ARRANGEMENT AND WILL NOT BE BINDING ON THE LENDER OR THE ADDRESSEE. The terms proposed herein are subject to revision at Lender's discretion. Should Lender enter into a credit relationship with the borrower, documents may contain additional or different terms, covenants, and conditions. This term sheet may not be contradicted by evidence or any alleged oral agreement, may not be disclosed, and may not be relied upon for any purpose without Lender's prior written consent.

Any commitment by Lender is subject to the completion and adherence to the attached "Critical Path to Closing". Completed due diligence as of the issuance of this letter are:

- Financial analysis of the Guarantor
- Financial analysis of the General Contractor
- Financial analysis of the Developer
- Verification of the Equity and Equity Provider
- Initial financial feasibility of the project
• Initial review of the Market Study
• Initial review of the Environmental Site Assessment

Further due diligence, including but not limited, to the following:
• The receipt, review and acceptance of an appraisal to be commissioned by Lender,
• The final review and acceptance of an environmental report for the project, and
• Review and final approval by the loan committee of Lender.

Please contact Sara Hutchinson before June 01, 2018 for consideration by Lender of final credit approval of an extension of credit or to continue discussions with Lender.

Sincerely,

Sara Hutchinson
<table>
<thead>
<tr>
<th>Amegy Bank's Critical Path to Closing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Name: Provision at Lake Houston</strong></td>
</tr>
<tr>
<td><strong>Receive Environmental Site Assessment (ESA)</strong></td>
</tr>
<tr>
<td><strong>Receive Market Study</strong></td>
</tr>
<tr>
<td><strong>Complete Review and Approve ESA</strong></td>
</tr>
<tr>
<td><strong>Complete Review and Approve Market Study</strong></td>
</tr>
<tr>
<td><strong>Appraisal Ordered</strong></td>
</tr>
<tr>
<td><strong>Receive Appraisal</strong></td>
</tr>
<tr>
<td><strong>Review and Approve Appraisal</strong></td>
</tr>
<tr>
<td><strong>Credit Presentation Completed</strong></td>
</tr>
<tr>
<td><strong>Loan Approval</strong></td>
</tr>
<tr>
<td><strong>Loan Documents Ordered</strong></td>
</tr>
<tr>
<td><strong>Legal Review (i.e. Borrower org docs, equity agreements, title &amp; survey)</strong></td>
</tr>
<tr>
<td><strong>Close Construction/Permanent Loan</strong></td>
</tr>
</tbody>
</table>
Via: E-Mail

February 26, 2018

Provision at Lake Houston, LP
8000 Maryland Avenue
#910
Clayton, MO 63105
Attn: Michael Gardner

RE: Provision at Lake Houston, Houston, TX – TDHCA #18383

Dear Mr. Gardner,

Based upon the long-standing banking/lending relationship Amegy Bank has enjoyed with Gardner Capital Development, LLC, this letter shall serve as confirmation that Amegy Bank does not require any prepaid application fees or due diligence fees in order to process your request for financing associated with the Provision at Lake Houston project.

Sincerely,

Sara Hutchinson

Sara Hutchinson
Via: E-Mail

February 26, 2018

Provision at Lake Houston, LP
8000 Maryland Avenue
#910
Clayton, MO 63105
Attn: Michael Gardner

RE: Provision at Lake Houston, Houston, TX – TDHCA #18383

Dear Mr. Gardner,

The attached 15-year pro forma was prepared by Provision at Lake Houston, LP for the Provision at Lake Houston apartments located in Houston, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Amegy Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, Amegy Bank has performed a preliminary review of the credit worthiness of Provision at Lake Houston, LP and Michael Gardner. At this time Amegy Bank has no reservations with Provision at Lake Houston, LP or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Sincerely,

Sara Hutchinson

Sara J. Hutchinson
Senior Vice President
4576 Research Forest Drive
The Woodlands, TX 77381
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 3% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

**INCOME**

<table>
<thead>
<tr>
<th></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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</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,222,248</td>
<td>$1,246,668</td>
<td>$1,271,627</td>
<td>$1,297,659</td>
<td>$1,323,601</td>
<td>$1,450,703</td>
<td>$1,612,730</td>
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<tr>
<td>Secondary Income</td>
<td>$28,800</td>
<td>$25,376</td>
<td>$29,864</td>
<td>$30,563</td>
<td>$31,376</td>
<td>$34,419</td>
<td>$38,001</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,251,048</td>
<td>$1,272,034</td>
<td>$1,301,480</td>
<td>$1,327,122</td>
<td>$1,354,975</td>
<td>$1,485,118</td>
<td>$1,650,731</td>
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<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>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,201,980</td>
<td>$1,216,314</td>
<td>$1,242,270</td>
<td>$1,267,550</td>
<td>$1,343,407</td>
<td>$1,473,084</td>
<td>$1,526,925</td>
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</tbody>
</table>

**EXPENSES**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$43,560</td>
<td>$44,867</td>
<td>$46,213</td>
<td>$47,699</td>
<td>$49,077</td>
<td>$56,836</td>
<td>$56,888</td>
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<td>Management Fee</td>
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<td>$59,018</td>
<td>$60,199</td>
<td>$61,463</td>
<td>$62,731</td>
<td>$76,734</td>
<td>$76,734</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$344,000</td>
<td>$348,320</td>
<td>$352,770</td>
<td>$357,353</td>
<td>$362,073</td>
<td>$387,837</td>
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<tr>
<td>Repairs &amp; Maintenance</td>
<td>$72,000</td>
<td>$74,160</td>
<td>$76,385</td>
<td>$78,676</td>
<td>$81,017</td>
<td>$93,944</td>
<td>$106,905</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$35,130</td>
<td>$35,563</td>
<td>$36,030</td>
<td>$36,511</td>
<td>$37,087</td>
<td>$39,715</td>
<td>$42,856</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$76,250</td>
<td>$81,596</td>
<td>$84,134</td>
<td>$85,555</td>
<td>$87,151</td>
<td>$99,351</td>
<td>$115,812</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$45,000</td>
<td>$46,350</td>
<td>$47,741</td>
<td>$49,173</td>
<td>$50,648</td>
<td>$58,715</td>
<td>$68,067</td>
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<tr>
<td>Property Tax</td>
<td>$152,409</td>
<td>$157,071</td>
<td>$161,783</td>
<td>$166,636</td>
<td>$171,636</td>
<td>$186,973</td>
<td>$200,064</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$36,000</td>
<td>$36,500</td>
<td>$37,127</td>
<td>$37,822</td>
<td>$38,591</td>
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<tr>
<td>Other Expenses</td>
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<td>$3,955</td>
<td>$4,074</td>
<td>$4,196</td>
<td>$4,322</td>
<td>$5,010</td>
<td>$5,008</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$663,077</td>
<td>$661,751</td>
<td>$661,054</td>
<td>$680,884</td>
<td>$721,196</td>
<td>$832,723</td>
<td>$867,538</td>
</tr>
</tbody>
</table>

**DEBT SERVICE**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Second Deed of Trust Loan Payment</td>
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<tr>
<td>Third Deed of Trust Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
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<td>Other Annual Required Payment</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$85,747</td>
<td>$90,178</td>
<td>$94,122</td>
<td>$98,772</td>
<td>$102,930</td>
<td>$121,806</td>
<td>$136,999</td>
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<td>CUMULATIVE NET CASH FLOW</td>
<td>$85,747</td>
<td>$175,926</td>
<td>$270,447</td>
<td>$369,219</td>
<td>$472,139</td>
<td>$603,045</td>
<td>$641,242</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.39</td>
<td>1.22</td>
<td>1.22</td>
<td>1.22</td>
<td>1.22</td>
<td>1.22</td>
<td>1.22</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below, I (we) am certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loss limits indicated in the form sheet and predetermined feasibility by the lender. The debt service for each year maintains no less than a 1.11 debt coverage ratio. (Signature only required if using this pro forma for points under 81.5(11) relating to Financial Feasibility).

Sara Hutchinson  
Signature, Authorized Representative, Construction or Permanent Lender  
Printed Name: 2-24-18  
Phone: (818) 297-7944  
Email: sara.hutchinson@osageybk.com

Sara Hutchinson  
Signature, Authorized Representative, Syndicator  
Printed Name  
Date

If a revised form is submitted, date of submission:
## Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Total Uses of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>$16,069,793</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$20,832,257</td>
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### Debt

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort. -ization</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
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<td>30</td>
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<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
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<td>0.00%</td>
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<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Amegy Bank</td>
<td>Conventional Loan</td>
<td>$14,000,000</td>
<td>5.50%</td>
<td>1st</td>
<td>$ 6,261,000</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond James</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,069,793</td>
<td>$13,798,620</td>
</tr>
</tbody>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Houston</td>
<td>In-Kind Contribution</td>
<td>$500</td>
<td>$500</td>
<td></td>
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</tbody>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gardner Capital Development</td>
<td>$772,137</td>
<td>$772,137</td>
<td></td>
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</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals, and closings, etc., associated with the commitments.

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

Construction financing will be provided by Amegy Bank in the form of a construction loan. The construction loan will be in the amount of $14,000,000. The construction loan will carry an interest rate on the loan that is calculated by adding a base spread of 3.00% to the 30-day LIBOR rate, currently underwritten at 5.50%. Permanent financing will also be provided by Amegy Bank in the form of a conventional perm loan. The perm loan will be in the amount of $6,261,000. The perm loan will carry a fixed interest rate equal to the rate on the FHLB CIP plus 2.35%, currently underwritten at 6.00%. The loan will have a 18 year term and a 35 year amortization period. Raymond James will be providing the equity for the project at an syndication rate of $0.92. Total equity proceeds will be equal to $13,798,620 with $2,069,793 coming during the construction period. The City of Houston will provide local funding in the amount of $500 which will go towards permitting fees and related costs. It is

Describe the replacement reserves:

Annual replacement reserves will be equal to $250 per unit. Operating reserves are estimated to be $535,736.

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:}
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

Sara Hutchinson

Printed Name

Sara Hutchinson

Date

2-26-18

Telephone: (281) 297-7944

Email address: Sara.hutchinson@amegybank.com

If a revised form is submitted, date of submission: ____________
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 26, 2018

Michael Gardner
Gardner Capital Development
4803 S. National Avenue, Suite 200
Springfield, MO 65810

Re: Partnership: Provision at Lake Houston Parkway, LP
Property Name: Provision at Lake Houston Parkway
City/State: Houston, TX

Dear Michael:

This letter will confirm our agreement (“Agreement”) whereby Raymond James Tax Credit Funds, Inc. (“RJTCF”) will attempt to effect a closing (“Closing”) of an investment by a Fund sponsored by RJTCF (the “RJTCF Fund”) in the above named partnership (“Partnership”) on the assumptions, terms, and conditions contained in this letter, or such other assumptions, terms and conditions as are acceptable to you, RJTCF and the RJTCF Fund.

CURRENT ASSUMPTIONS:

I. DESCRIPTION OF THE PROJECT AND THE INVESTMENT.

A. Project:

1. New Construction
2. Units: 120.
3. Estimated Construction Start Date: October 2018.
4. Estimated Construction Completion Date: November 2019.
5. Estimated 100% Occupancy Date: October 2020.
6. Set-aside Requirements: Ten of the units must be leased at 30% or less than median income, thirty-nine of the units must be leased at 50% or less than median income and forty-seven of the units must be leased at 60% or less than median income. Twenty-four of the units may be market rate.
7. Rental Assistance: None.
8. Management:
   b. Management Fee: 5.0% of potential gross income.

B. Tax Credit Information:

1. Reserved or Allocated Credits: $1,500,000.
2. RJTCF Fund’s Share of Partnership Annual Credits: 99.99%
3. Estimated RJTCF Fund Annual Credits: $1,499,850.
4. Applicable Fraction: 80%.
5. Applicable Percentage: 9.00%.
C. **Equity Investment:**

1. Estimated $0.92 per dollar of the RJTCF Fund Total Credits (“Credit Price”), subject to market conditions and availability of funds.

2. Estimated RJTCF Fund Total Capital: $13,798,620. Note that actual contributions are based on actual credits delivered. If actual RJTCF Fund Total Credits are less than the estimated amount, RJTCF Fund Total Capital will be reduced by the shortfall times the Credit Price. The foregoing adjuster will apply if actual credits are less than the estimate for any reason. If actual RJTCF Fund Total Credits are greater than the estimated amount (“Excess Credits”), then the RJTCF Fund Total Capital will be increased by an amount equal to the Excess Credits times the Credit Price, but RJTCF Fund Total Capital shall not exceed 105% of the Estimated RJTCF Fund Total Capital except as provided below. The RJTCF Fund will specify the terms, if any, under which it will contribute capital in respect of any Excess Credits attributable to an additional reservation of Credits, and/or those that would otherwise cause capital contributions to exceed 105% of the Estimated Total Capital. If those terms provide for a credit price less than the Credit Price, the General Partners can accept or reject those terms. Any Excess Credits for which the RJTCF Fund is unwilling to contribute capital or that the General Partners are unwilling to allocate to RJTCF on the terms specified by the RJTCF Fund shall be allocated to the General Partners.

3. Installment Payment of Estimated RJTCF Fund Total Capital:
   a. $2,069,793 (15%) at Closing, of which $45,000 shall be paid directly to RJTCF in payment of its due diligence fee
   b. $9,659,034 (70%) at later of October 1, 2019 or Construction Completion
   c. $2,069,793 (15%) at later of January 1, 2021 or Stabilized Operations (“Stabilization Capital Contribution”).

   Conditions for payments are described in Appendix B hereto.

4. **Timing Adjusters:**

   The capital contribution of the RJTCF Fund shall be reduced by 70% of the shortfall between the Credits actually delivered and the Credits estimated to be delivered in 2020 and 2021. Currently, it is estimated that the Partnership will deliver $1,000,000 of Credits in 2020 and the Maximum Credit in 2021. The capital contribution of the RJTCF Fund shall be adjusted if and to the extent that the RJTCF Fund is admitted after Credits have begun to run.

   In the event that the actual Credits with respect to the first Credit Year are more than the Credits projected for such years, then the capital contribution of the RJTCF Fund to the Partnership shall be increased by an amount (the “Upward Timing Adjustment”) equal to 30% of such excess; provided, that any such increase is subject to the overall limitation that RJTCF Fund Total Capital cannot exceed 105% of estimated RJTCF Total Capital without RJTCF Fund consent. The Upward Timing Adjustment shall be made and applied to increase the Stabilization Capital Contribution. It is understood and agreed that the
Upward Timing Adjustment is intended to address any acceleration in the delivery of the first year of the Credit Period from the projected Credit amounts during such year where the total projected Credits for the entire Credit Period is not affected and that the Upward Timing Adjustment may be decreased if the RJTCF Fund determines in the exercise of its sole and absolute discretion that a smaller Upward Timing Adjustment must be paid in order to maintain the expected return on investment of its investors.

D. Allocation of Distributions:

1. Asset Management Fee: The RJTCF Fund shall receive an annual asset management fee of $5,000, increasing at 3% per year prior to any cash distributions. The Asset Management Fee shall begin once the Project has been placed in service and shall be prorated for the year that the Project is placed in service. The fee shall be cumulative to the extent unpaid in any year and shall be payable from sale proceeds of the property to the extent not previously paid.

2. Cash From Operations: Cash available to be distributed after paying Partnership expenses, funding the Replacement Reserve, and maintaining working capital reserves. Cash From Operations shall be allocated in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including amounts to be paid under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To replenish the Operating Reserve if the balance therein is less than the Operating Reserve Minimum;
   d. To the Developer to pay any unpaid Deferred Development Fee;
   e. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   f. 89.99% to the General Partners as an incentive management fee;
   g. The balance 0.01% to the General Partners, and 99.99% to the RJTCF Fund.

In all events, the RJTCF Fund must receive at least 10% of the amount available for distributions to partners and payment of incentive management fees to the General Partners.

3. Cash From Sale or Refinancing: Proceeds available after paying all debts and liabilities and establishing any required reserves shall be allocated in accordance with capital accounts, in the following order:

   a. To the RJTCF Fund to the extent of any amounts owed, including unpaid amounts under Tax Credit Guaranty;
   b. To pay any accrued but unpaid Asset Management Fee;
   c. To the Developer to pay any unpaid Deferred Development Fee;
   d. To the General Partners or Guarantors to repay any loans due under the Operating Deficit Guaranty;
   e. The balance, 90% to the General Partners and 10% to the RJTCF Fund
The distribution of Cash From Sale or Refinancing shall be subject to the requirement of the Internal Revenue Code that liquidating distributions be made in accordance with capital accounts.

E. **Allocations of Profits and Losses:**

1. **Operating Profits and Losses:** 99.99% RJTCF Fund; 0.01% General Partner.
2. **Credits and Depreciation:** 99.99% RJTCF Fund; 0.01% General Partner.
3. **Gain or Loss on Sale:** So as to bring the capital accounts into the ratios that will allow Proceeds of Sale to be distributed 90% to the General Partners and 10% to the RJTCF Fund, to the extent possible given the requirements of the Internal Revenue Code and the Treasury Regulations.
4. **Operating Income and Losses Prior to Credit Delivery:** At the discretion of the RJTCF Fund, Operating Income and Losses attributable to the period prior to the start of Credit delivery may be specially allocated to the General Partners.

F. **Developer and Development Fee:**

1. **Developer:** Gardner Capital Development Texas, LLC
2. **Estimated Development Fee:** $2,138,192.
3. Development Fee is currently estimated to be paid as follows:
   a. 25% of the non-deferred development fee paid at closing
   b. 25% of the non-deferred development fee paid at the completion capital contribution.
   c. The remaining paid development fee at Stabilized Operations.

   If necessary, part of the development fee, not to exceed $800,000, will be deferred beyond the date of the RJTCF Fund’s final capital contribution installment, without interest, and shall be paid in accordance with the terms of allocations of Cash From Operations and Cash from Sale or Refinancing or, if not paid within 14 years after placed-in-service date, from General Partners’ capital as described below. Any development fee that cannot be paid by the time of the final capital contribution of the RJTCF Fund or deferred in accordance with the foregoing limitation shall be paid as an excess cost under the Completion Guaranty. It is currently estimated that there will be a deferred development fee in the amount of $772,137.
4. **Development Fee shall be pledged to secure the obligations of the General Partner and the Guarantors.**
5. **If the Development Fee is fully paid (no deferred development fee), but there are excess sources of funds, such funds shall be contributed to the Operating Reserve and increase the amount of the Operating Reserve above the amount otherwise required hereunder.** To the extent the balance in the Operating Reserve exceeds the amount otherwise required hereunder at the end of the Operating Deficit Period, such excess shall be released from the reserve and distributed as Cash From Operations.

G. **Reserves:**

1. **Replacement Reserve:** $30,000 per year beginning the earlier of six months after Substantial Completion or the first month after the Project achieves Stabilized
Operation and shall be pro-rated for the year contributions begin, increased by 3% per year thereafter. In the aggregate, no more than $10,000 will be withdrawn from the Replacement Reserve in any calendar year without the approval of the RJTCF Fund.

2. **Operating Reserve:** $535,736, to be funded into the operating reserve account (the “Operating Reserve Account”) at the time of the funding of the Stabilization Capital Contribution. Such Operating Reserve Account shall be maintained for the duration of the Compliance Period (after which, funds on deposit may be released and distributed as Net Cash Flow) and shall be used exclusively to pay for Operating Deficits incurred by the Partnership after the date of the Stabilization Capital Contribution; provided however, that all withdrawals from the Operating Reserve Account that would cause aggregate draws in any one fiscal year to exceed $10,000 shall be made only with the Consent of the RJTCF Fund, which shall not be unreasonably withheld, delayed or conditioned. Operating Deficits shall be funded 50% from the Operating Reserve and 50% under the Operating Deficit Guaranty; provided, that, notwithstanding anything to the contrary contained herein, the Operating Reserve Account may not be drawn down below $265,000 (“the Operating Reserve Minimum”) unless the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Operating Deficits shall be funded 100% from the Operating Reserve once the General Partners have fully funded their obligations under the Operating Deficit Guaranty. Should the balance in the Operating Reserve Account fall below the Operating Reserve Minimum, Net Cash Flow on each Payment Date will be deposited in the Operating Reserve Account to maintain such minimum balance.

3. All reserves shall be established with a lending institution acceptable to the RJTCF Fund and shall be subject to withdrawal limitations determined by the RJTCF Fund to be appropriate to ensure the proper use of such funds.

**H. Obligations of General Partners:**

1. General Partners: TBD.
2. General Partners’ Capital: $0 (estimate).
3. The General Partners agree that to the extent any deferred development fee has not been repaid from cash flow at the end of 14 years from the date the property is placed in service (or at the time of removal of the General Partners), they will contribute sufficient capital so that the Partnership can pay any amount of the deferred fee outstanding at that time.
4. The General Partners will provide the following guaranties:
   a. **Completion Guaranty** – The General Partners will guarantee lien-free completion of the Property and will pay any of the below costs that are in excess of the allowed sources of funds (including any allowed deferred development fee). Such costs include costs to:

   (1) acquire the Property and complete construction substantially in accordance with plans and specifications and free from any defects;

   (2) pay all acquisition and construction costs, including any construction period interest, costs, fees, and reserves; and
pay all operating expenses, debt service and capital maintenance items that exceed rental and other income through the date the RJTCF Fund makes its final capital contribution.

Any excess costs will not be considered loans or capital contributions. However, the General Partners will also advance funds as needed during construction if proceeds of financing and/or capital contributions are not yet available to pay such costs. Such advances will be repaid, without interest, once such sources of funds become available.

The General Partners will also guarantee that the permanent financing will close and that the debt service on the permanent financing will not exceed an amount that would allow the Partnership to achieve Stabilized Operations within a reasonable time. Any reduction in principal amount of, or interest rate on, the permanent financing necessary to achieve Stabilized Operations will be considered an excess cost to be funded under the Completion Guaranty.

In the event that certain events occur, the RJTCF Fund shall have the right to require the General Partners to repurchase the RJTCF Fund's interest for a price that returns 110% of its investment to date plus interest and any tax liability attributable to such payment. Examples of such events include failure to complete construction, achieve breakeven operations or achieve Stabilized Operations by agreed-upon dates, failure to replace withdrawn commitments for, or close, permanent financing, loss of rental assistance, failure to qualify for at least seventy (70%) of the expected Credits, etc.

b. **Tax Credit Guaranty** – Guaranty that expected Credits will be available to the RJTCF Fund and Credits taken will not be recaptured. If the actual annual Credits available to the RJTCF Fund in any year are lower than the Credits expected, the General Partners shall reimburse the RJTCF Fund for the shortfall on a dollar for dollar basis. If it is determined that the shortfall in Credits will apply to future years as well, General Partners will refund an amount equal to the present value of those future credits. If the RJTCF Fund is subject to recapture (including disallowance of credits) of previously claimed credits, the General Partners shall reimburse the RJTCF Fund for its recapture amount. To the extent that payments in respect of the Tax Credit Guaranty are taxable, the payments shall be grossed-up to reimburse the RJTCF Fund for the tax liability.

This guaranty shall apply to a period that ends at the end of the LIHTC compliance period.

The General Partners will not be obligated if the reduction in the amount of Credits or recapture is a result of a change in the tax law or the disposition by the RJTCF Fund of its interest.

To the extent that the General Partners have no obligation to compensate the RJTCF Fund for reduced or recaptured Credits or fail to make
payments due to the RJTCF Fund under the Tax Credit Guaranty, the amounts necessary to compensate the RJTCF Fund, plus interest, will be paid as a priority from all available cash, including Cash From Operations or Sale Proceeds. In the case in which the General Partners are obligated to make payments under the Tax Credit Guaranty but fail to do so, such cash distributions shall not reduce the General Partners’ obligations except to the extent that cash distributions paid to the RTJCF Fund would have otherwise been paid to the General Partners.

c. Operating Deficit Guaranty – Guaranty that the Partnership will have sufficient funds to remain current in its obligations during a specified period and that General Partners will make subordinated, interest-free loans to the Partnership to the extent necessary to meet obligations, including Asset Management Fee, debt service and the funding of reserves, for the period beginning with the Stabilization Capital Contribution and ending on the December 31st which is at least five years following the Stabilization Capital Contribution and on which each of the following is true:

(1) In each of the three preceding calendar years, the Partnership has achieved a 1.15:1 debt service coverage ratio, determined on an annual basis as shown in the audited financial statements for such years;
(2) The General Partners have not been required to make any payments or loans to the Partnership under the Operating Deficit Guaranty in the preceding three calendar years;
(3) The Partnership is current with regards to all liabilities;
(4) The Partnership's Replacement Reserve account balance is an amount equal to 80% of the Annual Replacement Reserve times the length of time since completion of construction or rehabilitation; and
(5) The General Partners have not been obligated to make any payments under the Tax Credit Guaranty within the preceding three calendar years.
(6) The balance in the Operating Reserve Account must not be less than the Operating Reserve Minimum.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any property tax abatement expected to be received by the Project.

Notwithstanding any termination of the Operating Deficit Guaranty Period or any limitation on the maximum liability of the General Partners under the Operating Deficit Guaranty, the General Partners shall also be responsible throughout the entire Compliance Period for deficits attributable to the failure to obtain or the loss of any rental assistance contract or agreement expected to be received by the Project.
Operating deficit loans shall not bear interest and shall be payable on a subordinated basis from available cash, including Cash from Operations and Sale Proceeds.

The maximum obligations of the General Partners under this Operating Deficit Guaranty will not exceed $535,000.

5. The General Partners shall pledge their interests in the Partnership to secure their obligations under the Partnership Agreement.

I. Obligations of the Guarantors:


2. Guarantors unconditionally guarantee that the General Partners will perform all of their obligations under the partnership agreement, including, without limitation, guaranties, repurchase obligations and the obligation to make a capital contribution as and when required to pay deferred development fee and that the developer will perform all of its obligations under the Development Agreement.

3. Guarantors shall provide such due diligence information as is necessary for RJTCF to ascertain their ability to perform under the guaranty of the General Partner’s and Developer’s obligations. Such information may include, without limitation, organizational and authority documentation for entity Guarantors, financial and tax return information, industry experience, references, credit inquiries and similar information. By execution of this letter, Guarantors agree to provide this information and authorize RJTCF to make third-party inquiries with respect to such matters.

J. Intentionally Deleted.

K. Financing:

1. Construction Financing
   a. Lender: TBD.
   b. Amount: $14,000,000 (estimate).
   c. Rate: 5.50% (estimate).
   d. Terms: 24 months.
   e. Maturity: TBD.

2. Permanent Financing - First Mortgage
   a. Not to Exceed Amount: $6,261,000.
   b. Lender: TBD.
   c. Funds at stabilization.
   d. Non recourse.
   e. Not tax-exempt bond financed.
   f. Term (years): 18.
   g. Amortization period (years): 35.
   h. Interest rate: 6.00%.
      i. Fixed.
      ii. Annual payment: Not to exceed $428,395.
i. Prepayment provisions: None (penalties, etc.)

j. Other provisions: None.

L. **Additional Financing.**

1. None.

M. **Schedules.**

The following preliminary schedules have been prepared by RJTCF to reflect its understanding of the transaction. These schedules will be finalized based on due diligence and become a part of the definitive documentation described below:

1. Sources and Uses of Funds schedule (reflecting conditions at completion) is attached as Schedule A.
2. Construction Sources and Uses of Funds is attached as Schedule B.
3. Pro Forma Operating Budget is attached as Schedule C.

N. **Definitive Documents**

All of the terms and conditions of the investment shall be set forth in definitive documents to be negotiated by the parties including but not limited to an Amended and Restated Agreement of Limited Partnership, together with certain closing exhibits (including various Guaranty Agreements). Such documents shall be consistent with the terms and conditions set forth in this letter with such changes as the parties may agree are appropriate. Once executed, the definitive documents shall supersede this letter, which shall be of no further force or effect. RJTCF will begin preparation of the definitive documents upon the completion of our due diligence to our satisfaction, as determined in our sole discretion.

II. **INFORMATION REQUIRED BY THE RJTCF FUND – DUE DILIGENCE AND REPORTING REQUIREMENTS**

The specific information required by the RJTCF Fund prior to Closing, as a condition of making its capital contribution, and on an ongoing basis throughout the term of the Partnership, are as follows:

A. Before closing, the RJTCF Fund will require receipt of those items set forth in Appendix A.

B. Before making its various capital contribution installments, the RJTCF Fund will require receipt of those items set forth in Appendix B.

C. The RJTCF Fund will require reports from time to time, as described in Appendix C.

III. **THE RJTCF FUND EXIT RIGHTS**

The RJTCF Fund shall have the right to require the General Partners to acquire its interest after the end of the compliance period for a price equal to the amount the RJTCF Fund would receive if the Partnership sold the Project at fair market value, paid its debts and distributed the remaining assets in accordance with the provisions relating to distribution of sales proceeds. If the General Partners fail to acquire the RJTCF Fund’s interest, then the RJTCF Fund shall have the right, without the concurrence of the General Partners, to order a sale of the Project.

IV. **OTHER ASSUMPTIONS TO CLOSING**
1. Prior to Closing, there shall have been no changes in tax laws or Treasury pronouncements, or changes in interpretations of existing tax issues that would materially and adversely affect this investment.

2. In the event an investment in the Partnership requires HUD Previous Participation Certification (HUD Form 2530), the RJTCF Fund and its investor members are willing and able to request and obtain HUD 2530 approval in accordance with the filing requirements promulgated by HUD.

3. RJTCF and the RJTCF Fund's review and approval in its sole discretion of all due diligence materials, including the construction and permanent loan commitments, proposed extended use agreement, real estate, plans and specifications, market study (including any additional market studies determined by the RJTCF Fund and the fund to be necessary - at the Partnership's expense), basis for the Credits, operating budgets, construction and lease-up budgets, current financial statements of the General Partners, other guarantors and their affiliates, verification of background information to be provided by the General Partners and their affiliates, and references to be provided by the General Partners.

4. Satisfactory inspection of the property by RJTCF and the RJTCF Fund investors.

5. Approval by the Investment Committee of RJTCF and the RJTCF Fund investors of the terms and conditions of the investment in their sole discretion based on then current market conditions.

6. Availability of investment funds.

7. The negotiation of definitive documents as described herein (and this Agreement shall terminate if all such documents are not executed and delivered by the Closing Date).

8. During underwriting and due diligence, RJTCF will review the rental assistance agreement and market conditions, and may in its sole discretion determine that a Rental Assistance Transition Reserve or Rental Assistance Loss Guarantee be required as a requirement of Closing.

V. TERM

The initial term of this Agreement shall be for a period beginning on the date of this letter and ending on a date no later than November 30, 2018 (the “Termination Date”); provided, that RJTCF may terminate this Agreement by giving at least 10 days written notice if it determines, in the exercise of its sole discretion that the conditions to closing are unlikely to be met. This Agreement shall automatically expire if the closing has not occurred by the Termination Date; however, RJTCF may extend the Termination Date up to 90 days beyond the initial date and both parties may mutually agree in writing to an extension of more than 90 days after the initial date. If due diligence activities and negotiation of definitive documents continue beyond termination of this Agreement, the parties shall not be bound hereunder, but only to the extent provided in definitive documents or other written agreements that are actually executed and delivered.

VI. EXCLUSIVITY

You acknowledge that the RJTCF Fund will expend significant effort and expense, and may forego other investment opportunities, in connection with its best efforts to effect a Closing. You agree that you will not solicit or entertain any offers by other parties to acquire an equity interest in the Partnership during the Term of this Agreement. Furthermore, you agree to pay the RJTCF Fund its $45,000 due diligence/legal reimbursement fee and to reimburse it for the due diligence expenses described below, up to a maximum of $45,000, regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to obtain Investment Committee or Investor approval.
The Partnership must provide at its expense a legal opinion acceptable to RJTCF. If required by an Investor in connection with its admission to the RJTCF Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Partnership expense.

VII. DUE DILIGENCE FEES

At the Closing, the Partnership shall pay $45,000 or greater negotiated amount to the RJTCF Fund as a due diligence/legal reimbursement fee in respect of the costs associated with the due diligence process and preparation of Partnership documents and legal opinions. A higher amount may be appropriate, for example, if the RJTCF Fund undertakes significant work to obtain the title policy, close complicated financings, etc. Such additional charges are subject to negotiation and no amount greater than $45,000 will be incurred or due to the RJTCF Fund from the Partnership without your agreement. You will be responsible for payment of the $45,000 or greater agreed upon due diligence/legal reimbursement fee whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

VIII. DUE DILIGENCE EXPENSES

Due diligence expenses for third party reports (described in Appendix A hereto) ordered by RJTCF shall be paid by the Partnership regardless of whether the Partnership has separately obtained such reports, including without limitation: market study, appraisal, environmental reports, subsurface investigation report, preconstruction review and construction inspections, credit reports and background investigations. Generally, such expenses shall be paid by the Partnership in connection with the Closing. If and to the extent that these expenses are paid by RJTCF, they shall be reimbursed by the Partnership regardless of whether or not the Investment closes, unless such failure to close was due to RJTCF inability to effect the Closing.

The Partnership must provide at its expense a legal opinion acceptable to RJTCF. If required by an Investor in connection with its admission to the RJTCF Fund subsequent to the Closing of the Investment, such opinion must be updated and reissued at Partnership expense.

IX. CONFIDENTIALITY

This letter is delivered to you with the understanding that neither it nor its substance shall be disclosed to any third party except those who are in a confidential relationship with you, or where the same is required by law.
X. **ACCEPTANCE**

If these terms and conditions are acceptable to you, please sign and return one copy of this memorandum. If not accepted by March 7, 2018, this offer shall terminate.

By acceptance of this letter, you authorize Raymond James Tax Credit Funds, Inc. to make any credit inquiries that we may deem necessary as part of our underwriting process. These credit inquiries may be performed on the General Partners, Guarantors, or any significant business operation of General Partners or Guarantors. This authorization also applies to follow-up credit inquiries that we may deem necessary after our admission to the Partnership.

Since 1987, Raymond James Tax Credit Funds and our affiliates have been involved with the development of affordable housing. We have provided equity for more than 1,800 properties nationwide. We look forward to working with you again.

Sincerely,

[Signature]

James Dunton
Managing Director of Acquisitions
Raymond James Tax Credit Funds, Inc.

Any commitment for investment by Raymond James is subject to completion and adherence to the attached “Critical Path to Closing”.

1. Completed due diligence as of the issuance of this letter:
   - Financial Analysis of the Guarantor, General Contractor & Developer
   - Verification of the Lender
   - Initial financial feasibility of the project
   - Initial review of the Market Study provided by Owner
   - Initial review of the Environmental Report
   - Initial review of the Construction Documents
   - Initial review of the Construction Contract

2. Further due diligence, including but not limited, to the following:
   - Receipt and review of a Raymond James engaged market study
   - Final review and approval of the construction documents
   - Final review and approval of the cost and construction contract
   - Final approval by the investment committee of Raymond James
<table>
<thead>
<tr>
<th>Raymond James' Critical Path to Closing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name: Provision at Lake Houston Parkway</td>
</tr>
<tr>
<td>Receive Environmental Site Assessment (ESA)</td>
</tr>
<tr>
<td>Receive Market Study</td>
</tr>
<tr>
<td>Complete, Review &amp; Approve ESA</td>
</tr>
<tr>
<td>Complete, Review &amp; Approve Market Study (owner)</td>
</tr>
<tr>
<td>Market Study Ordered</td>
</tr>
<tr>
<td>Market Study Received</td>
</tr>
<tr>
<td>Review &amp; Approve Market Study</td>
</tr>
<tr>
<td>Investment Analysis Completed</td>
</tr>
<tr>
<td>Investment Approval</td>
</tr>
<tr>
<td>Partnership Agreement Ordered</td>
</tr>
<tr>
<td>to</td>
</tr>
<tr>
<td>Legal Review</td>
</tr>
<tr>
<td>Close Investment</td>
</tr>
</tbody>
</table>
### 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.

#### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,222,248</td>
<td>$1,246,693</td>
<td>$1,271,627</td>
<td>$1,297,059</td>
<td>$1,323,001</td>
<td>$1,460,700</td>
<td>$1,612,730</td>
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<tr>
<td>Secondary Income</td>
<td>$28,800</td>
<td>$29,376</td>
<td>$30,356</td>
<td>$31,174</td>
<td>$34,419</td>
<td>$38,001</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,251,048</td>
<td>$1,276,069</td>
<td>$1,301,590</td>
<td>$1,327,622</td>
<td>$1,354,175</td>
<td>$1,495,118</td>
<td>$1,650,731</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($93,829)</td>
<td>($95,705)</td>
<td>($97,619)</td>
<td>($99,572)</td>
<td>($101,563)</td>
<td>($112,134)</td>
<td>($123,805)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</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>$1,157,219</td>
<td>$1,180,364</td>
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<td>$1,252,611</td>
<td>$1,382,984</td>
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#### EXPENSES

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$43,560</td>
<td>$44,867</td>
<td>$46,213</td>
<td>$47,599</td>
<td>$49,027</td>
<td>$56,836</td>
<td>$65,888</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$57,861</td>
<td>$59,018</td>
<td>$60,199</td>
<td>$61,403</td>
<td>$62,631</td>
<td>$69,149</td>
<td>$76,346</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$144,000</td>
<td>$148,320</td>
<td>$152,770</td>
<td>$157,353</td>
<td>$162,073</td>
<td>$187,887</td>
<td>$217,813</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$72,000</td>
<td>$74,160</td>
<td>$76,385</td>
<td>$78,676</td>
<td>$81,037</td>
<td>$93,944</td>
<td>$108,906</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$15,110</td>
<td>$15,563</td>
<td>$16,030</td>
<td>$16,511</td>
<td>$17,007</td>
<td>$19,715</td>
<td>$22,856</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$45,000</td>
<td>$46,350</td>
<td>$47,741</td>
<td>$49,173</td>
<td>$50,648</td>
<td>$58,715</td>
<td>$68,067</td>
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<tr>
<td>Property Tax</td>
<td>$152,496</td>
<td>$157,071</td>
<td>$161,783</td>
<td>$166,636</td>
<td>$171,636</td>
<td>$198,973</td>
<td>$230,664</td>
</tr>
<tr>
<td>Reserve for Repairs</td>
<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
<td>$32,782</td>
<td>$33,765</td>
<td>$39,143</td>
<td>$45,378</td>
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<tr>
<td>Other Expenses</td>
<td>$3,840</td>
<td>$3,955</td>
<td>$4,074</td>
<td>$4,196</td>
<td>$4,322</td>
<td>$5,010</td>
<td>$5,808</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$643,077</td>
<td>$661,791</td>
<td>$681,054</td>
<td>$700,884</td>
<td>$721,296</td>
<td>$832,723</td>
<td>$961,538</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$514,142</td>
<td>$510,364</td>
<td>$519,977</td>
<td>$526,175</td>
<td>$531,315</td>
<td>$550,261</td>
<td>$565,388</td>
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</table>

#### DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Deed of Trust Annual Loan Payment</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>Third Deed of Trust Annual Loan Payment</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>Other Annual Required Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>Other Annual Required Payment</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>ANNUAL NET CASH FLOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.28</td>
<td>1.32</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 points under §11.9(e)(1) relating to Financial Feasibility)

---

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

**Printed Name**

**Phone:**

**Email:**

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**

If a revised form is submitted, date of submission: **2-27-18**
### Financing Narrative and Summary of Sources and Uses

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
<th>Permanent Period Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amort -ization Term (Yrs)</th>
<th>Syndication Rate</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>30 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Only (Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
<td>0 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amegy Bank</td>
<td>Conventional Loan $14,000,000 5.50% 1st</td>
<td>$ 6,261,000 6.00%</td>
<td>35 18</td>
<td>1st</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Uses of Funds $16,069,973</td>
<td>$ 20,832,257</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Sources of Funds $16,069,973</td>
<td>$ 20,832,257</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Raymond James</td>
<td>HTG $1,500,000</td>
<td>$2,069,793</td>
<td>$13,798,620</td>
<td>0.92</td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grant</td>
<td>City of Houston</td>
<td>In-Kind Contribution</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>Deferred Developer Fee</td>
<td>Gardner Capital Development</td>
<td>$772,137</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### INSTRUCTIONS:
- Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations.
- In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

### Description of Sources and Uses of Funds

- **Construction Period**
  - TDHCA: MF Direct Loan Const. to Perm. (Repayable) $0 0.00%
  - TDHCA: MF Direct Loan Only (Repayable) $0 0.00%
  - TDHCA: Multifamily Direct Loan (Soft Repayable) $0 0.00%
  - TDHCA: Mortgage Revenue Bond $0 0.00%
  - Amegy Bank: Conventional Loan $14,000,000 5.50% 1st

- **Permanent Period**
  - Amegy Bank: Conventional Loan $6,261,000 6.00% 35 18 1st

### Construction Financing

- TDHCA: MF Direct Loan Const. to Perm. (Repayable)
  - Loan: $0
  - Interest Rate: 0.00%
  - Lien Position: $ - 0.00% 30 0

### Third Party Equity

- **Raymond James**
  - Contribution: $1,500,000
  - Interest Rate: 5.50%
  - Lien Position: $2,069,793

### Grant

- **City of Houston**
  - In-Kind Contribution
  - Amount: $500

### Deferred Developer Fee

- **Gardner Capital Development**
  - Amount: $772,137

### Other

- **Direct Loan Match**

### Total Sources of Funds

- $16,069,973

### Total Uses of Funds

- $20,832,257

### INSTRUCTIONS:

- Describe the sources of funds that (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).

### Replacement Reserves

- Annual replacement reserves will be equal to $250 per unit. Operating reserves are estimated to be $535,736.

### 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.
By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>James Dunton</td>
<td>2-27-18</td>
</tr>
</tbody>
</table>

Telephone: 727-567-4803
Email address: james.dunton@raymondjames.com

If a revised form is submitted, date of submission: ___________________
2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
February 15, 2018

Ruben Esqueda
4803 South National, Suite 1501
Springfield, MO 65810

RE: Conditional Grant Commitment
TDHCA Application no. 18383
Provision at Lake Houston

Dear Mr. Esqueda:

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

1. APPLICANT: Provision at Lake Houston, LP

2. TOTAL GRANT AMOUNT: $500

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

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

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

CITY OF HOUSTON
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

By: Ray Miller, Executive Staff Analyst

ACCEPTED AND AGREED:

Provision at Lake Houston, LP

By: [Signature]

Date: [Signature]

Name:  [Signature]  

Title:  Developer Partner  

Date:  Feb 16, 2018  

2018 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
2018 HTC
Full Application

Part 5 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][1]
   If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside

   ![Yes][2]
   If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab

   ![Yes][3]
   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: | 25.000% |
   | Cash flow from operations: | 25.000% |
   | Developer Fee: | 10.000% |
   | Total: | 60.00% |

   ![Yes][4]
   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][5]
   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:

   ![X][6]
   Property Management

   ![X][7]
   Construction

   ![X][8]
   Development

   ![X][9]
   Financing

   ![X][10]
   Compliance

   ![X][11]
   No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   ![X][12]
   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][13]
   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][14]
   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][15]
   No Principals of the HUB or Nonprofit are related Parties to any other Principal of the Applicant or Developer.

   ![X][16]
   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**
2018 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://my CPA.cpa.state.tx.us/tpasscmbsearch/index.jsp. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company’s compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company’s information may require the COH and/or the HUB Program to re-evaluate your company’s eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company’s compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number: 1870744174900
File/Vendor Number: 49607
Approval Date: 30-NOV-2015
Scheduled Expiration Date: 31-OCT-2018

In accordance with the Memorandum of Agreement between the City of Houston (COH) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that FIVE WOODS, LLC has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 27-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company’s compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://my CPA.cpa.state.tx.us/tpasscmbsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
2018 HTC Full Application

Part 5 Tab 36

NP or HUB Experience and Material Participation Statements
Five Woods, LLC (Five Wood) has participated in selecting the site and obtaining site control in addition to engaging and interacting with community groups and elected officials related to the submission of the Tax Credit application for the Development. Following an award of Tax Credits, Five Woods will participate in the development, ownership and operation of the development.

More specifically, Five Woods will have material participation in the development by assuming the following responsibilities:

- Assist with analysis of competitive factors and strategies for site selection per the QAP.
- Identify markets and sites for the proposed Development
- Advise and assist in the preparation of Letters of Intent and the Earnest Money Contract.
- Contact neighborhood groups, local organizations, adjacent property owners, and other parties interested in the Development. Organize meetings with such parties.
- Arrange meetings with elected officials, Local and State, to discuss the Development and obtain Support.
- Assist with permitting and entitlement of the Development.
- Assist with tracking deadlines and submissions related Tax Credit milestones including Carryover Allocation, 10% Test, Cost Certification and issuance of 8609’s.
- Assist with closing of the Development.
- Perform site visits and attend draw meetings during construction.
- Interact with property management related to marketing and community outreach during lease-up.
- Interact with property management related to resident services and operations following placed-in-service.
- Review property management, asset management and compliance reports. Monitor management, operations, and compliance at the property throughout the compliance period.
LAOLU DAVIES-YEMITAN
laolu@5woods.net
4634 Oakdale St. Telephone: +1 (281) 948-9154
Bellaire, TX 77401

SUMMARY:
Executive-level real estate brokerage professional, with proven proficiencies in marketing, strategic analysis, and negotiations on multi-family housing development. Possess a track record of building key cross-industry professional relationships within the business and political community, and in-depth experience working with a diverse array of stakeholders on mission critical issues.

PROFESSIONAL EXPERIENCE:

FIVE WOODS LLC, Houston, Texas  June 2005 – Present
Principal
• Full service commercial real estate brokerage and consulting firm
• Identify potential development sites, secure site control, and work through preliminary pre-development process on multifamily housing development projects
• Work with apartment developers in public engagement efforts to secure community buy-in and support from elected officials for housing development project
• Strategic partner in carrying development projects from inception to execution and lease-up phase

TEXAS HOUSE OF REPRESENTATIVES, Austin, Texas  January 2011 – Feb 2012
Legislative/District Director – State Representative Ron Reynolds
• Chief advisor to Representative Ron Reynolds on business development and regulatory issues
• Manage overall communications strategy, and developed written communication pieces
• Research key legislation; plan, direct and coordinate representative’s legislative agenda and liaised with other member offices
• Serve as key contact for Rep. Reynolds with local officials, community organizations, and citizen/business groups

Policy Advisor/Agenda Director – Councilmember Pam Holm
• Briefed Councilmember on all legislative matters presented before City Council and advised her on alternative strategies.
• Liaison between the Councilmember’s Office, City Departments and the Mayor’s Office
• Chaired meetings with stakeholders to gather key information on policy and legislative issues. Provided professional opinion on issues dealing with real estate and community development

THE REALTY EXCHANGE, Houston, Texas  October 2000 - May 2005
Real Estate Agent
• Provided real estate agency representation for clients on residential sales and purchase transactions.
• Negotiated contractual terms on sales contracts and facilitated transactions from inception to the closing table.

EDUCATION: University of Houston, Houston, TX. Bachelor of Science, Biotechnology (2005) Cum Laude, Minor Chemistry
2018 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and
Guarantor Org 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:

![Organizational Chart Diagram]

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!
Provision at Lake Houston

Provision at Lake Houston, LP
Limited Partnership

Provision at Lake Houston GP, LLC
General Partner
0.01%

Provision at Lake Houston MM, LLC
Managing Member
75%

Michael Gardner
Member / Manager
100%

Michael Gardner
Limited Partnership

Michael Gardner
LP
99.99%

Five Woods, LLC
Member/HUB
25%

Laolu Yemitan
Sole Member
100%

Michael Gardner
Guarantor
Provision at Lake Houston
Developers

Gardner Capital Development Texas, LLC
- Developer
  - 80.00%
- Michael Gardner
  - Sole Member
  - 100.00%

SuperUrban Realty Ventures, LLC
- Co-Developer
  - 10.00%
- Jervon Harris
  - Sole Member
  - 100.00%

Five Woods, LLC
- Member/HUB
  - 10.00%
- Laolu Yemitan
  - Sole Member
  - 100.00%
Guarantor Chart

Guarantor

Michael Gardner
2018 HTC
Full Application

Part 5 Tab 38

List of Organizations and Principals
## List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive more than 10% of the developer fee. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Provision at Lake Houston GP, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>8000 Maryland Ave., Suite 910</td>
<td>City: Clayton</td>
<td>State: MO</td>
<td>Zip: 63105</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% Development Owner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>TBF</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(713) 513-6105</td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

**List of Sub-Entities or Principals:**

1. **Provision at Lake Houston MM, LLC**
   - TDHCA Experience: No
   - Legal Org is or will be: Limited Partnership

2. **Five Woods, LLC**
   - TDHCA Experience: Yes
   - Legal Org is or will be: Limited Liability Company

3. **N/A**
   - TDHCA Experience: N/A
   - Legal Org is or will be: N/A

4. **TBF**
   - TDHCA Experience: 0.01% of Provision at Lake Houston, LP
   - Legal Org is or will be: Limited Partnership

5. **Limited Liability Company**

6. **Phone:** 713-513-6105

**Email:** jharris@gardnercapital.com

<table>
<thead>
<tr>
<th>Org. 1.1</th>
<th>Organization Legal Name:</th>
<th>Provision at Lake Houston MM, LLC</th>
<th>Role/Title</th>
<th>Managing Member</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
<td>8000 Maryland Ave., Suite 910</td>
<td>City: Clayton</td>
<td>State: MO</td>
<td>Zip: 63105</td>
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<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
<td>Organization legally formed?</td>
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<td>Date formed:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
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<td>713-513-6105</td>
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<tr>
<td>Organization is identified on Org. Chart:</td>
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<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
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</table>

**List of Sub-Entities or Principals:**

1. **Michael Gardner**
   - TDHCA Experience: Yes

2. **N/A**
   - TDHCA Experience: N/A

3. **TBF**
   - TDHCA Experience: Yes

4. **Five Woods, LLC**
   - TDHCA Experience: N/A

5. **TDHCA Experience:**

6. **TDHCA Experience:**

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<th>Org. 1.2</th>
<th>Organization Legal Name:</th>
<th>Five Woods, LLC</th>
<th>Role/Title</th>
<th>Member &amp; Co-Developer</th>
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<td>City: Bellaire</td>
<td>State: TX</td>
<td>Zip: 77401</td>
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<td>Ability to exercise Control over the Development?</td>
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**List of Sub-Entities or Principals:**

1. **Laolu Yemitan**
   - TDHCA Experience: Yes

2. **N/A**
   - TDHCA Experience: N/A

3. **TDHCA Experience:**

4. **TDHCA Experience:**

5. **TDHCA Experience:**

6. **TDHCA Experience:**
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<tr>
<td>Gardner Capital Development Texas, LLC</td>
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<td>10% Co-Developer</td>
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<td>Limited Liability Company</td>
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<tr>
<td>Yes</td>
<td>404-580-0117</td>
<td><a href="mailto:jervonharris@yahoo.com">jervonharris@yahoo.com</a></td>
</tr>
<tr>
<td>Yes</td>
<td>2148420215</td>
<td><a href="mailto:michael@gardnercapital.com">michael@gardnercapital.com</a></td>
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<tbody>
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<td>1.  Jervon D. Harris</td>
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<td>2.  N/A</td>
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<td>3.  N/A</td>
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<td>4.  Yes</td>
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<td>5.  Yes</td>
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<tr>
<td>Yes</td>
<td>2148420215</td>
<td><a href="mailto:michael@gardnercapital.com">michael@gardnercapital.com</a></td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Organization is identified on Org. Chart:</th>
<th>Ability to exercise Control over the Development?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
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<tr>
<td>No</td>
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<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>1.  Jervon D. Harris</td>
</tr>
<tr>
<td>2.  N/A</td>
</tr>
<tr>
<td>3.  N/A</td>
</tr>
<tr>
<td>4.  Yes</td>
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<td>5.  Yes</td>
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<tr>
<td>6.  Yes</td>
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<table>
<thead>
<tr>
<th>Organization Legal Name</th>
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<tbody>
<tr>
<td>Gardner Capital Development Texas, LLC</td>
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<table>
<thead>
<tr>
<th>Address</th>
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<tbody>
<tr>
<td>5416 Palmer St.</td>
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<td>TX</td>
<td>77004</td>
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<tr>
<td>8000 Maryland Ave., Suite 910</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>NA</td>
<td></td>
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<td>NA</td>
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<table>
<thead>
<tr>
<th>Name(s) of Entities the Organization Owns or Controls:</th>
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<tbody>
<tr>
<td>10% Co-Developer</td>
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<tr>
<td>Limited Liability Company</td>
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<tr>
<td>80% Co-Developer</td>
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<tr>
<td>Limited Liability Company</td>
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<thead>
<tr>
<th>Organization legally formed?</th>
<th>Date formed</th>
<th>Legal Org is or will be:</th>
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<tbody>
<tr>
<td>Yes</td>
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<td>Limited Liability Company</td>
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<tr>
<td>Yes</td>
<td>1/6/15</td>
<td>Limited Liability Company</td>
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<td>Yes</td>
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<table>
<thead>
<tr>
<th>Previous TDHCA Experience?</th>
<th>Phone</th>
<th>Email</th>
</tr>
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<tr>
<td>Yes</td>
<td>404-580-0117</td>
<td><a href="mailto:jervonharris@yahoo.com">jervonharris@yahoo.com</a></td>
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<tr>
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2018 HTC
Full Application

Part 5 Tab 39

Previous Participation
**Previous Participation Form**

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Person/Role:
- Provision at Lake Houston, LP
- Provision at Lake Houston GP, LLC
- Provision at Lake Houston MM, LLC

Email Address: michael@gardnercapital.com

City & State of Home Addr: Clayton, MO

Applicant Legal Name: Provision at Lake Houston, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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<td></td>
<td></td>
</tr>
<tr>
<td>WAP</td>
<td></td>
<td></td>
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</tr>
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<tr>
<td>Self-Help</td>
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<td>Other:</td>
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Person/Role:  Michael Gardner
Email Address:  michael@gardnercapital.com
City & State of Home Addr:  Clayton, MO
Applicant Legal Name:  Provision at Lake Houston, LP
Provision at Synott, 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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<tr>
<td>14282</td>
<td>Riverstone Apartments</td>
<td>Corpus Christi</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
<tr>
<td>14283</td>
<td>Bella Vista</td>
<td>Alton</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
<tr>
<td>15059</td>
<td>Gala at Oak Crest Estates</td>
<td>Euless</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>15076</td>
<td>Provision at Four Corners</td>
<td>Four Corners</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>16226</td>
<td>Provision at Melissa</td>
<td>Melissa</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>16231</td>
<td>Gala at Melissa</td>
<td>Melissa</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>17315</td>
<td>Provision at North Valentine</td>
<td>Hurst</td>
<td>HTC</td>
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<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
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</tr>
<tr>
<td>Other:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
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Person/Role:  Michael Gardner
Email Address:  michael@gardnercapital.com
City & State of Home Addr:  Clayton, MO
Applicant Legal Name:  Provision at Lake Houston, LP
Provision at Synott, LP

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| Person/Role: | Laolu Yemitan  
| Five Woods, LLC |
| Email Address: | laolu@5woods.net |
| City & State of Home Addr: | Bellaire, TX |
| Applicant Legal Name: | Provision at Synott, LP  
| Provision at Lake Houston, 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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<tr>
<td>16258</td>
<td>Provision at West Bellfort</td>
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<td>HTC</td>
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<td>16246</td>
<td>Gala at Four Corners</td>
<td>Four Corners</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>17316</td>
<td>Gala at Texas Parkway</td>
<td>Missouri City</td>
<td>HTC</td>
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</tr>
<tr>
<td>17317</td>
<td>Jubilee at Texas Parkway</td>
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<td>17315</td>
<td>Provision at North Valentine (developer only)</td>
<td>Hurst</td>
<td>HTX</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>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:  
Jervon Harris  
SuperUrban Realty Ventures, LLC

Email Address:  
jervonharris@yahoo.com

City & State of Home Addr:  
Houston, TX

Applicant Legal Name:  
Provision at Lake Houston, LP (developer only)  
Provision at Synott, LP (developer only)

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>15059</td>
<td>Gala at Oak Crest Estates</td>
<td>Euless</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>16258</td>
<td>Provision at West Belfort</td>
<td>Houston</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>16246</td>
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<td>Four Corners</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
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<tr>
<td>16226</td>
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<td>Melissa</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>16231</td>
<td>Gala at Melissa</td>
<td>Melissa</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>17316</td>
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<td>Missouri City</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
<tr>
<td>17317</td>
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<td>Missouri City</td>
<td>HTC</td>
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<td>NA</td>
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<td>17315</td>
<td>Provision at North Valentine</td>
<td>Hurst</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

□ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
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<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
2018 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2018 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2018 HTC
Full Application

Part 5 Tab 42

Development Team
# Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

## Developer:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gardner Capital Development Texas, LLC</td>
<td>Michael Gardner</td>
<td>(314) 561-5900</td>
<td>37-1776257</td>
</tr>
<tr>
<td><a href="mailto:michael@gardnercapital.com">michael@gardnercapital.com</a></td>
<td>TBD</td>
<td>37-1776257</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
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</tbody>
</table>

## Housing General Contractor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gardner Capital Construction Texas, LLC</td>
<td>Dan Rigney</td>
<td>(512) 992-1913</td>
<td>37-1799038</td>
</tr>
<tr>
<td><a href="mailto:drigney@gardnercapital.com">drigney@gardnercapital.com</a></td>
<td>TBD</td>
<td>37-1799038</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
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</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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## Infrastructure General Contractor:

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</thead>
<tbody>
<tr>
<td>Gardner Capital Construction Texas, LLC</td>
<td>Dan Rigney</td>
<td>(512) 992-1913</td>
<td>37-1799038</td>
</tr>
<tr>
<td><a href="mailto:drigney@gardnercapital.com">drigney@gardnercapital.com</a></td>
<td>TBD</td>
<td>37-1799038</td>
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<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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## Cost Estimator:

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<tbody>
<tr>
<td>Gardner Capital Construction Texas, LLC</td>
<td>Dan Rigney</td>
<td>(512) 992-1913</td>
<td>37-1799038</td>
</tr>
<tr>
<td><a href="mailto:drigney@gardnercapital.com">drigney@gardnercapital.com</a></td>
<td>TBD</td>
<td>37-1799038</td>
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<tr>
<td>Email</td>
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<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

## Architect:

<table>
<thead>
<tr>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>Cross Architects, PLLC</td>
<td>Mark Leon</td>
<td>(972) 398-6644</td>
<td>03-0519517</td>
</tr>
<tr>
<td><a href="mailto:mleon@crossarchitects.com">mleon@crossarchitects.com</a></td>
<td>TBD</td>
<td>03-0519517</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
<td>Role</td>
<td>Contact Name</td>
<td>Email</td>
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</tr>
<tr>
<td>--------------</td>
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<td>----------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Engineer:</td>
<td></td>
<td></td>
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<tr>
<td></td>
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<tr>
<td>Civil Engineer:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wier &amp; Associates, Inc.</td>
<td>Randy Eardley, P.E.</td>
<td><a href="mailto:RandyE@wierassociates.com">RandyE@wierassociates.com</a></td>
<td>(817) 467-7700</td>
</tr>
<tr>
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</tr>
<tr>
<td>Market Analyst:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affordable Housing Analysts</td>
<td>Bob Coe</td>
<td><a href="mailto:robertcoe2@gmail.com">robertcoe2@gmail.com</a></td>
<td>(281) 387-7552</td>
</tr>
<tr>
<td></td>
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<tr>
<td>Appraiser:</td>
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<tr>
<td>Attorney:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jones Walker</td>
<td>Toni Jackson</td>
<td><a href="mailto:tjackson@joneswalker.com">tjackson@joneswalker.com</a></td>
<td>(713) 437-1888</td>
</tr>
<tr>
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<tr>
<td>Accountant:</td>
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### Property Manager:

<table>
<thead>
<tr>
<th>Allied-Orion Group</th>
<th>Trisha Keenan</th>
<th>(713) 622-5844</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:tkeenan@allied-orion.com">tkeenan@allied-orion.com</a></td>
<td>TBD</td>
<td>76-0156150</td>
</tr>
<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
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</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*: No

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Amegy Bank</th>
<th>Sara Hutchinson</th>
<th>(281) 297-7944</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sarah.hutchinson@amegybank.com">sarah.hutchinson@amegybank.com</a></td>
<td>TBD</td>
<td>76-0028668</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*: No

### Bond Issuer:

<table>
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<tr>
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<th>Contact Name</th>
<th>Phone</th>
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</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members*: No

### Syndicator:

<table>
<thead>
<tr>
<th>Raymond James</th>
<th>James Dunton</th>
<th>(727) 567-4803</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:james.dunton@raymondjames.com">james.dunton@raymondjames.com</a></td>
<td>TBD</td>
<td>59-2869297</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*: No

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>TBD</th>
<th>Contact Name</th>
<th>Phone</th>
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<tr>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*: No
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wendy Trahan</td>
<td>(281) 203-6020</td>
<td><a href="mailto:wtrahan@fnf.com">wtrahan@fnf.com</a></td>
<td>TBD</td>
<td>86-0417131</td>
</tr>
<tr>
<td>S. Anderson Consulting, LLC</td>
<td>(512) 789-1295</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD</td>
<td>46-2015199</td>
</tr>
<tr>
<td>Alyssa Carpenter</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AEI Consultants</td>
<td>(214) 393-5810</td>
<td><a href="mailto:dwitt@aeiconsultants.com">dwitt@aeiconsultants.com</a></td>
<td>TBD</td>
<td>68-0288965</td>
</tr>
<tr>
<td>David R. Witt</td>
<td></td>
<td></td>
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<tr>
<td>Other:</td>
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</table>
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, and Cost Estimator are related entities through principals.
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.
If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

01-10-2018

Date

BRIAN RUMSET

Printed Name

18154 TX

License Number and State

CROSS ARCHITECTS

Firm Name (If applicable)
**Accessible Mobility Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 10.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

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<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<tbody>
<tr>
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<td>5%</td>
<td>6</td>
<td>6</td>
<td>6</td>
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<tr>
<td>1/1 (701 S.F.)</td>
<td>18</td>
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</tr>
<tr>
<td>2/2 (955 S.F.)</td>
<td>78</td>
<td>5%</td>
<td>3.9</td>
<td>3.9</td>
<td>4</td>
</tr>
<tr>
<td>3/2 (1125 S.F.)</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>1</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</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>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]  
Printed Name: [Jason Keese]  
Firm Name (If applicable): [Claxx Architects, PLLC]  
Date: 2-27-18
### 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>Unit Description</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>1/1 (701 S.F.)</td>
<td>18</td>
<td>2%</td>
<td>0.36</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (955 S.F.)</td>
<td>78</td>
<td>2%</td>
<td>1.56</td>
<td>1.56</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1125 S.F.)</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>120</td>
<td>2.4</td>
<td>3.56</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

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

### Example

<table>
<thead>
<tr>
<th>Unit Description</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>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</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]

[Printed Name]

[Date]

[Company Name]
Accessible Parking Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

Parking requirements based on:

There must be one accessible space per accessible Unit located on the closest route to the Unit (ADA).

When parking is provided for leasing office and amenities, use ADA Table 208.2 to calculate.

When calculating additional spaces needed, use whichever yields the larger number of spaces.

If you have different kinds of parking, e.g. lot, carport, and garages, each has to meet the standards individually.

If there is a separate amenity (e.g. a pavilion in the back corner of property) that provides non-accessible spaces, at least one space would need to be an accessible.

Use this chart to indicate number of parking spaces provided.

Enter the total number of parking spaces

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

Make sure the totals match!

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>204</td>
</tr>
<tr>
<td>Clubhouse</td>
<td>12</td>
</tr>
</tbody>
</table>

EXAMPLE*

<table>
<thead>
<tr>
<th>Total # of Spaces</th>
<th>Percentage of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td>300</td>
</tr>
<tr>
<td>Carports</td>
<td>100</td>
</tr>
<tr>
<td>Garages</td>
<td>50</td>
</tr>
<tr>
<td>Facility 4</td>
<td>0</td>
</tr>
<tr>
<td>Facility 5</td>
<td>0</td>
</tr>
</tbody>
</table>

Use this chart to figure out accessible parking requirements.

Chart above must be completed first

In C32, enter the total number of accessible spaces required

(see Application Webinar, Part 3, from 0:00 - 14:20, or webinar slides starting at slide 136)

In D33, enter the number of units required per accessible Unit in the surface lot

In column F, distribute required van spaces among the different parking facilities

<table>
<thead>
<tr>
<th># Accessible Spaces</th>
<th>12</th>
<th>Distribution</th>
<th>Van Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surface lot</td>
<td></td>
<td>11</td>
<td>2</td>
</tr>
<tr>
<td>Clubhouse</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

EXAMPLE*

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

Total                          16   16          3

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: [Jason Kelso]

Firm Name (If applicable): [CROSS ARCHITECTS PLLC]

Date: [2-27-18]
Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §10.204(6) of the Uniform Multifamily Rules, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

**Evidence of experience behind this tab includes:**

- [x] 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](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](https://sam.gov/portal/public/SAM)

Applicants may provide this information with the Application or upon award.

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

**Davis Bacon Labor Standards (Section 811 PRA Program and Direct Loan Applications)**

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [x] 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


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](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.
2018 HTC
Full Application

Part 5 Tab 44

Experience Certificate
RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Gardner:

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
2018 HTC
Full Application

Part 5 Tab 44

Multifamily Direct Loan
Affirmative Marketing Plan

NA
2018 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Provision at Lake Houston, LP</td>
<td>No</td>
</tr>
<tr>
<td>2. Provision at Lake Houston GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Provision at Lake Houston MM, LLC</td>
<td>No</td>
</tr>
<tr>
<td>4. Michael Gardner</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>5. Gardner Capital Development Texas, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>6. SuperUrban Realty Ventures, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>7. Jervon Harris</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>8. Five Woods, LLC</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>9. Laolu Yemitan</td>
<td>Yes Submit Part II</td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
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<tr>
<td>12.</td>
<td></td>
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<tr>
<td>13.</td>
<td></td>
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<tr>
<td>14.</td>
<td></td>
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<td>15.</td>
<td></td>
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<tr>
<td>16.</td>
<td></td>
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<tr>
<td>17.</td>
<td></td>
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<tr>
<td>18.</td>
<td></td>
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<td>19.</td>
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<tr>
<td>20.</td>
<td></td>
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<tr>
<td>21.</td>
<td></td>
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<tr>
<td>22.</td>
<td></td>
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<tr>
<td>23.</td>
<td></td>
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<tr>
<td>24.</td>
<td></td>
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<tr>
<td>25.</td>
<td></td>
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<tr>
<td>26.</td>
<td></td>
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<tr>
<td>27.</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
</tbody>
</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]  2/27/18  Its: Managing Member
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: Michael Gardner

Which is: 
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [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.

<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>Provision at Synott</td>
<td>6</td>
<td>Houston</td>
<td>75.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>Provision at Lake Houston</td>
<td>6</td>
<td>Houston</td>
<td>75.00%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Michael Gardner 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: ___________________________  Michael Gardner  2/27/18
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Printed Name  Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

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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<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>Provision at Synott</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>Provision at Lake Houston</td>
<td>6</td>
<td>Houston</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Michael Gardner 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]  
Gardner Capital Development Texas, LLC  
[Printed Name]  
2/27/18 [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: Five Woods, LLC

Which is: ☒ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<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>Provision at Synott</td>
<td>6</td>
<td>Houston</td>
<td>25.00%</td>
<td>10.00%</td>
</tr>
<tr>
<td>Provision at Lake Houston</td>
<td>6</td>
<td>Houston</td>
<td>25.00%</td>
<td>10.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Michael Gardner 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: Five Woods, LLC
Printed Name
Date: 2/23/2018
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: 

Laolu Yemitan

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>
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</thead>
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<tr>
<td>Provision at Synott</td>
<td>6</td>
<td>Houston</td>
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<td>10.00%</td>
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I acknowledge that

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Laolu Yemitan

Date: 2/23/2018
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: SuperUrban Realty Ventures, LLC

Which is:

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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<td>Houston</td>
<td>0.00%</td>
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I acknowledge that [Michael Gardner] 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)]

SuperUrban Realty Ventures, LLC
Printed Name

Date: 02/23/18
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:

Which is:

- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Jervon Harris 02/23/18

Printed Name: Jervon Harris 02/23/18
2018 HTC
Full Application

Part 7 Tab 46

Community Input Scoring Items
<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>18383</th>
</tr>
</thead>
</table>

1. **Local Government Support - §11.9(d)(1)**

- Resolution(s) of either "no objection" or "support" is included behind this tab.**
  
  ** Note that resolutions are due March 1, 2018

2. **Community Support from State Representative - §11.9(d)(5)**

- Letter of either "support" or "opposition" is included behind this tab.**
  
  ** Note that letters are due March 1, 2018

3. **Input from Community Organizations - §11.9(d)(6)**

- Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

<table>
<thead>
<tr>
<th>A. Houston Habitat for Humanity</th>
<th>Support</th>
<th>Opposition</th>
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<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Allison Hay</td>
<td></td>
</tr>
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<td>Contact Name</td>
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<tr>
<th>B. YWCA Houston</th>
<th>Support</th>
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</thead>
<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Allison Booker-Brooks</td>
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<table>
<thead>
<tr>
<th>C. C-STEM</th>
<th>Support</th>
<th>Opposition</th>
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<tbody>
<tr>
<td>Name of Community Organization</td>
<td>Reagan Flowers</td>
<td></td>
</tr>
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<td>Contact Name</td>
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<table>
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<tr>
<th>D.</th>
<th>Support</th>
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<tbody>
<tr>
<td>Name of Community Organization</td>
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<td></td>
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<tr>
<td>Contact Name</td>
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<tr>
<th>E.</th>
<th>Support</th>
<th>Opposition</th>
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<tbody>
<tr>
<td>Name of Community Organization</td>
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<td></td>
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<tr>
<td>Contact Name</td>
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<td></td>
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</tbody>
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<thead>
<tr>
<th>F.</th>
<th>Support</th>
<th>Opposition</th>
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<tr>
<td>Name of Community Organization</td>
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<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
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</tbody>
</table>
2018 HTC
Full Application

Part 7 Tab 46

Local Government Support
and
Support from State Representative
A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT AS AFFORDABLE RENTAL HOUSING OF CERTAIN PROPERTIES, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that each of the entities whose name is listed in the column on Schedule I captioned "Applicant Name" (individually referred to as "Applicant") has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned "Project Name" and "Project Address" (individually referred to as "Applicant's Project" with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned "TDHCA Number" (individually referred to as "Applicant's Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2018 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council, as the governing body of the City, supports each Applicant's Project and the submittal of Applicant's Application related thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby confirms that it supports each Applicant's Project and the submittal of Applicant's Application related to such project.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.
PASSED AND ADOPTED this 14th day of February, 2018.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is 02/20/2018.

City Secretary

(Prepared by Legal Dept. Senior Assistant City Attorney)

(Requested by Tom McCasland, Director, Housing and Community Development Department)

<table>
<thead>
<tr>
<th>AYE</th>
<th>MAYOR TURNER</th>
<th>COUNCIL MEMBERS</th>
</tr>
</thead>
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<tr>
<td></td>
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<td>STARDIG</td>
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<td></td>
<td></td>
<td>COHEN</td>
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<td>BOYKINS</td>
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<td>LE</td>
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<td>TRAVIS</td>
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<td></td>
<td>CISNEROS</td>
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<td>GALLEGOS</td>
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<tr>
<td></td>
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<td>ROBINSON</td>
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<tr>
<td></td>
<td></td>
<td>KUBOSH</td>
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<tr>
<td></td>
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<td>EDWARDS</td>
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<tr>
<td></td>
<td></td>
<td>CHRISTIE</td>
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</tbody>
</table>

CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: 02/20/2018

2

MAY 917 Rev. 12/15
### Housing and Community Development Department
#### Schedule I - Resolutions of Support - City of Houston Projects

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>Project Name</th>
<th>Project Address</th>
<th>TDHCA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH Flintlock LP</td>
<td>Flintlock Apartments</td>
<td>SEC of West Little York and Flintlock Road</td>
<td>18354</td>
</tr>
<tr>
<td>NH WLY LP</td>
<td>West Little York Apartments</td>
<td>West Little York between Hollister Rd and Guhn Rd 8.671 acres enclosed by Gears Road, Greens Parkway and SEC of West Little York and Flintlock Road 18354 WLY LP West Little York Apartments West Little York between Hollister Rd and Guhn Rd 18355</td>
<td>18355</td>
</tr>
<tr>
<td>AMTEX Green Oaks LP</td>
<td>Greens at Roanoke Apartments</td>
<td>Greensmark Drive</td>
<td>18093</td>
</tr>
<tr>
<td>Greens at Roanoke LP</td>
<td>Greens at Roanoke</td>
<td>SWC of Jensen Dr and Grayson St The approximate 3300 block of West Gulf Bank, north of West Gulf Bank and west of West Montgomery 18703</td>
<td>18703</td>
</tr>
<tr>
<td>Parkway Meadows, Ltd.</td>
<td>Parkway Meadows</td>
<td>4514 Lyons Avenue</td>
<td>18020</td>
</tr>
<tr>
<td>St. Elizabeth Place, LP</td>
<td>St. Elizabeth Place</td>
<td>18000 block of Imperial Valley Dr 18338</td>
<td>18338</td>
</tr>
<tr>
<td>Houston DMA Housing II, LLC</td>
<td>The Greenery</td>
<td>2.63+/- acres at 8506 Hempstead Rd 18254</td>
<td>18254</td>
</tr>
<tr>
<td>DWR Somerset 18 LP</td>
<td>Somerset Lofts</td>
<td>2222 Cleburne 18243</td>
<td>18243</td>
</tr>
<tr>
<td>2222 Cleburne LP</td>
<td>City Park Apartments</td>
<td>NW corner of W Orem Drive and US HWY 288 18760</td>
<td>18760</td>
</tr>
<tr>
<td>Houston DMA Housing III, LLC</td>
<td>Monroe Crossing</td>
<td>Approx 8500 Blk of Fuqua (NEC of Fuqua &amp; Monroe) 18161</td>
<td>18161</td>
</tr>
<tr>
<td>Monroe Crossing, LP</td>
<td>Monroe Crossing</td>
<td>Approx 8500 Blk of Fuqua (NEC of Fuqua &amp; Monroe) 18161</td>
<td>18161</td>
</tr>
<tr>
<td>Trinity East Ltd.</td>
<td>Trinity East</td>
<td>SW Corner of McGowen St and Live Oak St 18049</td>
<td>18049</td>
</tr>
<tr>
<td>Provision at Synott, LP</td>
<td>Provision at Synott</td>
<td>West Side of Synott Rd, N of W Bellfort Blvd 18382</td>
<td>18382</td>
</tr>
<tr>
<td>Campanile on Commerce LP</td>
<td>Campanile on Commerce</td>
<td>2800 Commerce St 18306</td>
<td>18306</td>
</tr>
<tr>
<td>Fulton Lofts, LP</td>
<td>Fulton Lofts</td>
<td>SW Corner of Fulton St and Robert Lee Rd 18333</td>
<td>18333</td>
</tr>
<tr>
<td>Houston 5009 Fulton, LP</td>
<td>Fulton on the Rail</td>
<td>5009 Fulton St 18337</td>
<td>18337</td>
</tr>
<tr>
<td>McKee City Living LP</td>
<td>McKee City Living</td>
<td>600 blk of McKee Street 18299</td>
<td>18299</td>
</tr>
<tr>
<td>East End Lofts, LP</td>
<td>East End Lofts</td>
<td>NE corner of Harrisburg Blvd and 75th Street 18336 Near 7409 Bellfort/NW corner of intersection of Bellfort and Telephone Rd 18337</td>
<td>18336</td>
</tr>
<tr>
<td>BAH Lancaster Senior Village, Ltd.</td>
<td>Lancaster Senior Village</td>
<td>3131 Gulf Freeway 18046</td>
<td>18046</td>
</tr>
<tr>
<td>Leeland Lofts Ltd.</td>
<td>Leeland Lofts</td>
<td>3131 Gulf Freeway 18046</td>
<td>18046</td>
</tr>
<tr>
<td>Provision at Lake Houston, LP</td>
<td>Provision at Lake Houston</td>
<td>East Side of HWY 90 at S Lake Houston Pkwy 18383</td>
<td>18383</td>
</tr>
<tr>
<td>Scott Street Lofts, LP</td>
<td>Scott Street Lofts</td>
<td>1320 Scott St 18327</td>
<td>18327</td>
</tr>
<tr>
<td>TX Bellfort Apartments, LP</td>
<td>Bellfort Park Apartments</td>
<td>4135 W Bellfort 18229</td>
<td>18229</td>
</tr>
<tr>
<td>DWR Court 18, LP</td>
<td>Court Lofts</td>
<td>SEC of Court Rd. &amp; S. Post Oak Rd. 18226</td>
<td>18226</td>
</tr>
<tr>
<td>BAH Rockwell Senior Village, Ltd.</td>
<td>Rockwell Senior Village</td>
<td>SW side of Beltway &amp; between Rockwell Blvd &amp; W Fuqua Drive 18397-</td>
<td>18397-</td>
</tr>
</tbody>
</table>
February 12, 2018

TDHCA
Tim Irvine, Executive Director
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #18383 (Provision at Lake Houston)

Dear Mr. Irvine:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 18383 (Provision at Lake Houston) to be located near the intersection of Highway 90 and S. Lake Houston in Houston, TX in Harris County. There is a need for housing that is affordable to citizens of modest means in the area and this development will help fulfill that need.

Sincerely,

Harold Dutton
Texas State Representative
District 142
2018 HTC
Full Application

Part 7 Tab 46

Input from Community Organizations
February 7, 2018

TDHCA
Tim Irvine, Executive Director
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #18383 (Provision at Lake Houston)

Dear Mr. Irvine:

I am writing this letter on behalf of Houston Habitat for Humanity to voice the organization's support for TDHCA Tax Credit Application #18383, Provision at Lake Houston, to be located at the intersection of Highway 90 and S. Lake Houston Pkwy, in Houston, TX (Harris County).

Houston Habitat for Humanity is a local non-profit ecumenical housing ministry affiliated with Habitat for Humanity International. Our vision is a world where everyone has a decent place to live. We welcome the opportunity to work on strengthening our communities in Houston by building homes, hopes, and opportunities for families to help themselves!

If you have any questions regarding this letter, please do not hesitate to contact me at (713) 671-9993x244 or at ahay@houstonhabitat.org.

Sincerely,

Allison Hay
Executive Director
Houston Habitat for Humanity
HOUSTON HABITAT FOR HUMANITY, INC.
3750 N MCCARTY ST
HOUSTON, TX 77029-1046

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 01-15-1987
Sales and use tax, as of 01-15-1987

(provide Texas sales and use tax exemption certificate Form 61-332 (Black) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17602070843

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 Profitable Forming 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 Filing 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.org@sos.state.tx.us, or call us at (800) 252-5555.
Who We Are

Since 1987, individuals, businesses and groups in our community have joined Houston Habitat for Humanity to build or improve a place people call home.

Through shelter, we empower people to build a better future for themselves and their families by completing financial and home maintenance training, building homes alongside volunteers, and by purchasing an affordable mortgage. With this hand up, they achieve the strength, stability and self-reliance they need to build better futures.

To learn more about Houston Habitat for Humanity and the Houston Habitat ReStore – a nonprofit home improvement store and donation center open to the public – go to www.houstonhabitat.org, or call 713-671-9993. Houston Habitat for Humanity is a tax-exempt 501(C)(3) nonprofit organization. Your gift is tax-deductible as allowed by law.

All Are Welcome

Houston Habitat welcomes volunteers, supporters and future homeowners from all backgrounds. Houston Habitat will not proselytize. Nor will Houston Habitat work with entities or individuals who insist on proselytizing as part of their work with Habitat. This means that Houston Habitat will not offer assistance on the expressed or implied condition that people must adhere to or convert to a particular faith or listen and respond to messaging designed to induce conversion to a particular faith.

How can you help?

Contact us today and see how your financial support, voice and time can help families build better futures.

Other Resources
- Donate Today
- Contact Us
- Annual Report
- Privacy Policy
- Employment
- Financial Information

Location
- Houston Habitat for Humanity
  3750 N. McCarty. Houston, TX. 77029
  713-671-9993
  info@houstonhabitat.org
- ReStore
  6161 S. Loop East, Houston, TX. 77087
  713-643-1101
  restore@houstonhabitat.org

Photo Library

Charity Navigator
- Your Guide To Intelligent Giving

Better Business Bureau
- Accredited Charity
- BBB Houston
Homeowner Resources

Need for Partnership

- Your current shelter has problems with the structure, roof, floor heating and cooling system, water supply, electricity, bathrooms and/or kitchen.
- Your current shelter has an inadequate number of bedrooms as determined by the number, ages and gender of household members.
- Your current neighborhood is unsafe and/or unsanitary.

Willingness to Partner

- All applicant families agree to perform up to 250 hours of "sweat equity" constructing homes prior to moving into their Habitat home.
- All applicant families agree to partner with Houston Habitat to achieve homeownership.
- All applicant families agree to complete the Pre-Closing Program, which includes Financial Counseling, Home Management and Maintenance and other Habitat activities.

Ability to Pay

- A family must meet minimum household gross income per year depending on family size. Houston Habitat for Humanity families earn 50-80% of the Area Median Income for Houston, Texas as determined by United Stated Department of Housing & Urban Development (HUD).
- A family must have the ability to make their monthly mortgage payments.
- You must have a satisfactory credit score.

Houston Habitat for Humanity is an equal opportunity builder and complies with the Federal Fair Housing Act in the marketing, sale, and purchasing of properties. All qualified applicants will receive consideration for homeownership without regard to race, color, religion, national origin, sexual orientation, marital status or gender identity.
Purchasing a Houston Habitat home is a partnership – not just a mortgage! We offer 3- or 4-bedroom homes to be purchased for qualified Houstonians.

If you meet the criteria and are selected as a future homeowner, you will be required to complete 250 “sweat equity hours” which include participating in homeownership training classes, in addition building your home and your neighbor’s homes.

Those wishing to inquire regarding Houston Habitat homeownership program should review the criteria listed below and check our website frequently for future information sessions.

---

QUESTIONS? WE HAVE ANSWERS.

FAQ

- What is the first step towards purchasing a new home?
- Will Houston Habitat give me a house?
- How are family partners selected?
- What is "sweat equity"?
- How long is the process?
- What kind of homes does Houston Habitat for Humanity build?
- What else is expected of partner families?

---

OUR FOCUS IS TO HELP THOSE FAMILIES THAT ARE 50%-80% OF AREA MEDIAN INCOME.

Who We Serve

U.S. Department of Housing and Urban Development’s annual Area Median Income guidelines:

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Minimum Household Income</th>
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Still have questions?
Get in touch with us today so we can better assist you!
Building Communities.
January 30, 2018

TDHCA

Tim Irvine, Executive Director

221 East 11th Street

Austin, TX 78701

RE: TDHCA Application #18383 (Provision at Lake Houston)

Dear Mr. Irvine:

I am writing this letter to voice our organization’s support for TDHCA Tax Credit Application #18383, Provision at Lake Houston, to be located at the intersection of Highway 90 and S. Lake Houston Pkwy, in Houston, TX (Harris County). YWCA Houston believes that there is a need for quality affordable housing options in the communities we serve in Houston, and this development will contribute towards meeting that need. If you have any questions regarding this letter, you can contact me at (713) 868-9922 or at abbooker-brooks@ywcahouston.org.

Sincerely,

Allison Booker-Brooks
Executive Director
YWCA Houston
February 05, 2018

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF HOUSTON
6309 MARTIN LUTHER KING BLVD
HOUSTON, TX 77021-4420

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 01-01-1969
Sales and use tax, as of 07-01-1987
(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: 17411096583

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.
110 YEAR ANNIVERSARY

YWCA of Houston has a 110-year legacy in the Houston community serving women and girls. It's true that both men and women live in poverty, face discrimination, and must overcome obstacles. But throughout history—in every country in the world—women and girls face additional obstacles and discrimination solely because of their gender.

The YWCA of Houston is positioned to serve women and girls in our community for another 110 years. Through our programs, we aid women and girls by empowering them to make positive changes in their lives and their communities. By providing programs that benefit women and girls, and by honoring women who make major contributions in our community, YWCA of Houston improves the status of women and girls.
WHO WE ARE

The YWCA is the oldest and largest multicultural women's organization in the world.

Across the globe, we have more than 25 million members in 106 countries, including 2.6 million members and participants in 300 local associations in the United States.

More important than the numbers, is our mission to eliminate racism and empower women. We provide safe places for women and girls, build strong women leaders, and advocate for women's rights and civil rights in Congress.

Women come to us in times of crisis, as survivors of rape or domestic violence. They come for job training and career counseling. They come for childcare. They come for health and fitness. They come for a variety of reasons. But they come. And they leave with a renewed spirit, new skills, and stronger lives.

YWCA HOUSTON IS ON A MISSION

AS HOUSTON’S PREMIERE ORGANIZATION FOR DISADVANTAGED WOMEN AND GIRLS OF COLOR, WE ARE ON A MISSION TO ADDRESS THEIR UNIQUE NEEDS AND STRIVE FOR OUTCOMES THAT INCREASE THEIR EMOTIONAL AND ECONOMIC SELF-SUFFICIENCY.

We’re part of the national network of the YWCA USA. This means we leverage the legacy of a pioneering organization that squarely confronts social justice issues to make lasting, meaningful change.

Our programs and services are designed to help women and girls overcome life’s challenges and eliminate barriers to success.

- We seek to increase their equal protections and equal opportunities
- We work to increase their economic opportunities
- We strive to improve their health and safety outcomes

We’re on a mission to help women and girls educate, empower, advance, lead, serve, and thrive.
February 28, 2018

TDHCA
Tim Irvine, Executive Director
221 East 11th Street
Austin, TX 78701

RE: TDHCA Application #18383 (Provision at Lake Houston)

Dear Mr. Irvine:

I am writing this letter to express our organization’s support for TDHCA Tax Credit Application #18383, Provision at Lake Houston, to be located at the intersection of Highway 90 and S Lake Houston Pkwy, in Houston, TX (Harris County). C-STEM Teacher and Student Support Services, Inc. offers enriched STEM learning to low-income and minority K through 12th grade students, and we think this development will provide much needed quality affordable housing for their families.

If you have any questions or concerns regarding this letter of support, please do not hesitate contacting me.

Yours in the Journey of Education,

Reagan Flowers, PhD
President and CEO
C-STEM TEACHER AND STUDENT SUPPORT SERVICES
3226 ALABAMA ST
HOUSTON, TX 77004-4604

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-18-2002
- Sales and use tax, as of 04-18-2002
  (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: 17530585748

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.

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Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at (800) 252-5555.
Our Mission

To inspire the next generation of innovators and thought leaders by engaging them in exciting hands-on projects solving real world problems to encourage entry into the talent pipeline, bolster self-confidence, and foster a well-rounded mastery of the areas of communication, science, technology, engineering, and mathematics.

According to the STEM Education Coalition (http://www.cstem.org/?p=12022), “Exposure to formal and informal learning in STEM subjects, beginning at an early age and continuing through high school, prepares our nation's students for the future ahead.”

Goals

C-STEM Pedagogy enriches curriculum and instruction through integrated learning experiences that emphasize hands-on, project-based learning. The C-STEM Logic Model (http://www.cstem.org/wp-content/uploads/2017/10/C-STEM-Ed-Logic-Framework-updated.pdf) shows the relationship between the problem statement and program goals and provides the strategy for addressing the area of need. The organization provides support services to teachers and students.

Our organization goals are to:

1. Inspire students to become innovators and technologically proficient problem-solvers and critical thinkers using hands-on learning experiences in areas such as robotics, 3D printing, mural, sculpture, photography, film, debate, innovation, computer programming;
2. Engage students in C-STEM learning experiences during and after-school using curriculum created new each year;
3. Provide teachers with the opportunity to deliver high quality relevant project-based learning STEM content grades Pre K-12 STEM through the on-line Integrated C-STEM Teacher Training Institute that provides 42 hours of professional development;
4. Enrich community understanding of STEM education and its importance in building capacity to prepare students for work and life in the 21st century through newsletters, podcasts, mobile app, website, social medial, events, workshops, and camps;
5. Provide students’ opportunities to apply 21st century and STEM literacy skills in competitive environments by engaging students in relevant and rigorous project-based and problem-based learning;
6. Serve as a vehicle that connects classroom learning with the business sector to improve students’ college and career readiness skills through partnerships with corporations, colleges/universities, professional organizations, PreK-12 schools, and public servants;
7. Provide students’ exposure to careers in STEM-related fields through curriculum, podcasts, field experiences, mobile app, events, camps, workshops, and on-line STEM social engagement.

C-STEM is a 501(c) 3 (http://www.cstem.org/wp-content/uploads/2017/05/CSTEM-501c3-Determination-Letter.pdf) organization.
Download Abbreviated C-STEM Living Smarter Curriculum
Click Here (http://www.cstem.org/free-curriculum-download-form/)

C-STEM Membership

C-STEM Membership is one of the best investments you can make. Join the ranks of thousands of committed STEM leaders nationally. Help us continue to empower communities through the advancement of STEM teaching and learning for minorities, gifted, and those with economically disadvantaged backgrounds. Member Benefits

Ideas really do change the world. Listen In... (http://www.stitcher.com/podcast/stemcast?refid=stpr)

Upcoming Events (http://www.stitcher.com/podcast/stemcast?refid=stpr)

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- Comments RSS (Really Simple Syndication) (http://www.cstem.org/comments/feed/)
- WordPress.org (https://wordpress.org/)
About C-STEM Programs

Integrated C-STEM Training Institute Specialized Pathways

Click Below To Learn More

<table>
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<th>*PreK – 1st</th>
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<th>*Middle School</th>
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Photography
(http://www.cstem.org/photography/)

Robotics
(http://www.cstem.org/robotics/)

Sculpture
(http://www.cstem.org/sculpture/)

Available in bundles of 3 & 5
Available in bundles of 6 & 8
Available in bundles of 6 & 8

C-STEM offers robust Pre K – 12th grade project-based learning curriculum. To support the implementation of the curriculum, the Integrated C-STEM Teacher Training Institute is made available to teachers, parents, mentors, organizations, and institutions. Each academic year, C-STEM unveils a new curriculum. The curriculum is associated with a theme to ensure that learning remains relevant, rigorous, 100% project-based, requires critical thinking and problem-solving.

C-STEM Pedagogy develops and supports Pre K – 12th grade pipelines (feeder patterns) of students through their engagement in high quality learning, collaborative work both vertically and horizontally, and the application of what is being taught in the classroom to the real world.

C-STEM curriculum offers students an interdisciplinary orientation to their structured curriculum and emphasizes integrating rigorous instruction in theory and method with hands-on, skills-based instruction by teachers, mentors, and/or parents. The primary goal is to train students with to have specialized knowledge, skills, and experiences that propels them to be leaders in STEM fields and in their community.

The theme for the 2017-2018 academic year is Living Smarter: Powering a Sustainable and Productive Future. We are preparing students for the arrival of a society that demands both a high degree of technological acuity (which entails an understanding of the concepts of automation and artificial intelligence) and an intrinsic motivation to strive for increased efficiency in the economic, social, and cultural aspects of life.

Since 2002, C-STEM has been providing services through enriched learning experiences that have impacted over a quarter million students and teachers, reaching more than 500 Pre K – 12 schools nationally and internationally. C-STEM is often implemented during school (i.e. elective, ancillary, or character education course, etc.), after-school, on Saturday's and/or during the summer.

C-STEM programs are of high interest to teachers and students. Some notable recognition's include being honored by The White House as a STEM Diversity and Access Champion of Change, a World Innovation Summit on Education (WISE) Finalist, and 100 Women Leaders in STEM.

What can you expect from the C-STEM program?
Download Abbreviated C-STEM Living Smarter Curriculum
Click Here (http://www.cstem.org/free-curriculum-download-form/)

C-STEM Membership
C-STEM Membership is one of the best investments you can make. Join the ranks of thousands of committed STEM leaders nationally. Help us continue to empower communities through the advancement of STEM teaching and learning for minorities, girls, and those who are economically disadvantaged. Become a member TODAY.

Ideas really do change the world. Listen in. (http://www.stitcher.com/podcast/stemcast?refid=stpr)

UpcomingEvents (http://www.stitcher.com/podcast/stemcast?refid=stpr)

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- WordPress.org (https://wordpress.org/)

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We are here to help!

Calendar Your Appointment below

C-STEM Programs

C-STEM Workshops/Camps/Birthday Activities

Fundraising with C-STEM

Other Business with C-STEM

Download Abbreviated C-STEM Living Smarter Curriculum

Click Here (http://www.cstem.org/free-curriculum-download-form/)

Headquarters:

Address:
3226 Alabama Street, Houston, Texas 77004

Office Hours:
Mon - Fri: 8:00 am - 5:00 pm

Phone:
713-443-4521

Fax:
713-748-7454

E-mail:
info@cstem.org
Social Entrepreneur Consultation

Detroit Office:
Julian C.
Madison Building
1420 Washington Blvd, Detroit, Michigan 48226

C-STEM Membership

Ideas really do change the world.
Listen in...

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- Comments RSS (Really Simple Syndication) (http://www.cstem.org/comments/feed/)
- WordPress.org (https://wordpress.org/)
2018 HTC
Full Application

Part 6 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].

<table>
<thead>
<tr>
<th>1. Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
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<tbody>
<tr>
<td>Prepared by: <a href="#">AEI Consultants</a></td>
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<tr>
<th>2. Environmental Clearance (Section 811 PRA and Direct Loan applications only)</th>
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<td>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.</td>
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<th>3. Primary Market Area Map</th>
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<td>☒ Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
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<th>6. Site Design and Development Feasibility Report</th>
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<tr>
<td>Prepared by: <a href="#">Wier&amp;Assoc</a></td>
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2018 HTC
Full Application

Part 6 Tab 47

ESA Statement
Provision at Lake Houston
Additional ESA Certification

Per the ESA prepared for Provision at Lake Houston, Provision at Lake Houston, LP certifies that it will comply with any and all recommendations made by the ESA provider.

Michael Gardner

2/27/18
Date
2018 HTC
Full Application

Part 6 Tab 47

Market Study Map and Definition
Geographies Selected:

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Part 8

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
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