2019 Multifamily
Uniform Application
19052

SilverLeaf at Tool

SilverLeaf at Tool, L.P.
Ben Dempsey
1920 S 3rd Street
Mabank, Texas
(903) 887-4344
| Application Certification |
2019 Multifamily Uniform Application Certification

Development Name: SilverLeaf at Tool

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), 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 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

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

By: SilverLeaf at Tool, LP

Applicant Entity Name

By: Ben Dempsey

Signature of Authorized Representative

Printed Name

Ben Dempsey

Principal

Title

2/19/2019

Date

Sworn to and subscribed before me on the 19 day of February, 2019

by Ben Dempsey

(Personalized Seal)

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129517405

Notary Public Signature

Texas

Notary Public, State of Henderson

County of

My Commission Expires:

2/19/2019

Date

2/15/2019
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 TAC §11.201(2)(B) of the Qualified Allocation Plan, all remaining parts of the Application, including the ESA, the Market Study, Property Condition Assessment, Appraisal and Site Design and Feasibility Report, 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 the Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing term sheets) or failure to resolve application deficiencies timely subsequent to submission may delay completion of Department staff’s review and/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. Pursuant to 10 TAC §11.201(6)(B) Applicants requesting to be on the May, June or July Board meetings are advised that such Applications will not be prioritized for review and processing based on timing constraints associated with the Competitive HTC program. Further, the Applicant is encouraged to review 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, the Multifamily Housing Revenue Bond Rules at 10 TAC Chapter 12, the 2019 4% HTC and Tax Exempt Bond Process Manual and the 2019 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the Application.

I request to be on the Board agenda selected below and pursuant to 10 TAC §11.201(2)(B) of the Qualified Allocation Plan 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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</thead>
<tbody>
<tr>
<td>January 17, 2019</td>
<td>November 2, 2018</td>
</tr>
<tr>
<td>February 21, 2019</td>
<td>December 7, 2018</td>
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<tr>
<td>March 21, 2019</td>
<td>January 4, 2019</td>
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<td>February 8, 2019</td>
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<td>March 8, 2019</td>
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<td>June 27, 2019</td>
<td>April 12, 2019</td>
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<td>July 11, 2019</td>
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<td>July 25, 2019</td>
<td>May 10, 2019</td>
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<tr>
<td>September 5, 2019</td>
<td>June 21, 2019</td>
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</table>
An Inducement Resolution has been approved by the Bond Issuer and a copy is provided behind Tab 8.
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

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

- 10 TAC §11.101(a)(2) - Undesirable Site Features
- 10 TAC §11.101(a)(3) - Neighborhood Risk Factors
- 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
- 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
  (or any similar agreement resulting from negotiations regarding noncompliance)
- 10 TAC §11.901(16) - Unused Credit or Penalty Fee

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) located on the Department's website

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 § 11.1(d) of the Qualified Allocation Plan.

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. All persons who have a property interest in the Application, along with all plans and third-party reports, acknowledge that the Department may publish them on the Department's website, release them in response to a request for public information, and make other use of the information as authorized by law. 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 §§11.101 and 11.202 of the Qualified Allocation Plan. 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 residents 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 in accordance with the Department’s rules those aspects of the Development that 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 §11.302(d)(2)(i) of the Qualified Allocation Plan, 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 §11.101(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 §11.901(16) of the Qualified Allocation Plan.

☑ The Applicant certifies that no disclosure regarding §11.901(16) of the Qualified Allocation Plan 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 §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

☑ The Applicant certifies that no disclosure regarding §11.202(1)(M) of the Qualified Allocation Plan is necessary.

Voluntary Compliance Agreement with any Governmental Agency (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 entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.
The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan 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 §11.101(a)(2) of the Qualified Allocation Plan.

☐ 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 §11.101(a)(2) of the Qualified Allocation Plan.

☐ The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, 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.
Neighborhood Risk Factors (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 neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

☐ The Development Owner certifies that the Development is located in an area with the following neighborhood risk factors and the Neighborhood Risk Factors Report is submitted with the Application (select all that apply):

☐ is located within 1,000 feet of a blighted or abandoned area as further described in §11.101(a)(3)(B)(iii) of the Qualified Allocation Plan;

☐ is located in the attendance zones of an elementary, middle, or high school that does not have a 2018 Met Standard rating by the Texas Education Agency, unless the school is “Not Rated” because it meets the TEA Hurricane Harvey Provision, in which case the 2017 rating will apply. Elderly Developments are exempt from the requirement to disclose the presence of this characteristic.

The Development will include all of the mandatory Development amenities required in §11.101(b)(4) of the Qualified Allocation Plan at no charge to all residents (market rate and low-income) and written notice of such amenities will be provided to the residents.

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (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 residents 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 Qualified Allocation Plan.
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 §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, 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 income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70% and 80% Units will be dispersed across all Unit Types in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c), effective February 28, 2019.

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) – (N) of §11.202(1) of the Qualified Allocation Plan, 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 
Ben Dempsey
Printed Name 
Principal
Title 
2/19/2019 
Date 

THE STATE OF Texas

COUNTY OF Henderson

Before me, a notary public, on this day personally appeared Ben Dempsey, 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 19 day of February, 2019

(Seal)

Notary Public Signature

[Notary Public Seal]

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February 13, 2019
Tab 3

Applicant Eligibility Certification
The Applicant Eligibility Certification(s) is included behind this tab.

10 TAC §11.202 of the Qualified Allocation Plan 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 § 11.1(d) of the Qualified Allocation Plan.

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 11.

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 §11.202(2)(A) of the Qualified Allocation Plan.

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 §11.202(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; 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 or the use of information
therein.

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,
Determination Notice, or Closing, 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.
2019 REVISED Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Victoria E. Segrue

Printed Name

Principal

Title

2/19/2019

Date

THE STATE OF Texas

COUNTY OF Henderson

Before me, a notary public, on this day personally appeared Victoria E. Segrue, 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 19 day of February, 2019

(Seal)

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129617405

Notary Public Signature

Page 6 of 6

February 13, 2019
By: J. Michael Sugrue

Signature of Authorized Representative

Printed Name

Principal

Title

2/19/2019

Date

THE STATE OF Texas

COUNTY OF Henderson

Before me, a notary public, on this day personally appeared J. Michael Sugrue, 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 19 day of February, 2019

(Seal)

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 09-06-2021
Notary ID 128517405

[Notary Public Signature]
By: ____________________________

Signature of Authorized Representative

Ben Dempsey

Printed Name

Principal

Title

2/19/2019

Date

THE STATE OF Texas

COUNTY OF Henderson

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

Ben Dempsey, 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 19 day of February, 2019

(Seal)

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129617405

Notary Public Signature
Tab 4

HOME Development Certification
Multifamily Direct Loan Certification (10 TAC Chapter 13)

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

- **NA** *Multifamily Direct Loan Certification* is not applicable to this Application.

**If applicable, 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)
Tab 5

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Ben Dempsey</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ben@stoneleafcompanies.com">ben@stoneleafcompanies.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1920 S. 3rd Street</td>
</tr>
<tr>
<td><strong>Street:</strong> 1920 S. 3rd Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Mike Sugrue</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:mike@stoneleafcompanies.com">mike@stoneleafcompanies.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Robbye Meyer</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:robbye@arxadvantage.net">robbye@arxadvantage.net</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 Dusky Thrush Trail</td>
</tr>
<tr>
<td><strong>Street:</strong> 1305 Dusky Thrush Trail</td>
</tr>
</tbody>
</table>
Tab 6

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

**Competitive Housing Tax Credit Selection Self-Score-10 TAC§11.9**

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
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<tbody>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability</strong></td>
<td></td>
<td></td>
</tr>
<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>
<tr>
<td><strong>Efficient Use of Limited Resources and Applicant Accountability Total</strong></td>
<td></td>
<td>43</td>
</tr>
<tr>
<td><strong>Point Deductions</strong></td>
<td>§11.9(f)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Application Self Score</strong></td>
<td></td>
<td>120</td>
</tr>
</tbody>
</table>
Tab 7

Site Information Form Part I
## Site Information Form Part I

### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>Tool Drive</th>
<th>Region</th>
<th>Zip</th>
<th>City</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001 N. Tool</td>
<td>4</td>
<td>75143</td>
<td>4</td>
<td>Henderson</td>
<td>Rural</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ETJ? Yes</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>No</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48213950800</td>
<td>No</td>
<td>45511.00</td>
<td>2q</td>
<td>10.9</td>
</tr>
</tbody>
</table>

The poverty rate for the Census Tract is above 40% (55% for Regions 11 or 13), and the Neighborhood Risk Factors Report and required documentation has been submitted.

### 3. Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §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 **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, **OR** the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).
- **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. (§11.3(e))

### 4. Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]

- **X** The site is not located in a county with a population that exceeds one million.
- The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
- The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

### 5. Proximity of Development Sites (Competitive HTC Only) [10 TAC §11.3(g)]

- **NA** The site is contiguous to or within 1,000 feet of the site for the following eligible Pre-application(s) serving the same Target Population:

### 6. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)

<table>
<thead>
<tr>
<th>Zoning Designation</th>
<th>Development Site is appropriately zoned?</th>
<th>Flood Zone Designation:</th>
<th>Entire Development Site is outside the 100 year floodplain.</th>
</tr>
</thead>
<tbody>
<tr>
<td>There is no zoning</td>
<td>Yes</td>
<td>X</td>
<td>Yes</td>
</tr>
</tbody>
</table>

### 7. Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.11(o)(6)(B)]; [24 CFR 92.202, 93.150]

Confirm the following supporting documents are provided behind this tab.

- **NA** 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.

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

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2016</td>
</tr>
<tr>
<td>Tool Elementary</td>
<td>PK</td>
<td>through</td>
</tr>
<tr>
<td>Malakoff MS</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>Malakoff HS</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

Account for each year for each school.

---

9. **Waiver of Rules [10 TAC §11.207]**

NA Applicant requests waiver of rules.

Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:

- Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
- Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov’t Code than not granting the waiver.

---

X The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**
Tab 8

Supporting Documentation for the Site Information Form Part I

- Street Map with Site Drawn and Identified
- Census Tract Map
- Evidence of Zoning
- Evidence of Flood Zone Designation
- School Attendance Verification
- TEA Accountability Scores
Supporting Documentation for the Site Information Form Part I

Maps:

- 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]

Resolutions:

- Twice the State Average of Units Per Capita Resolution
- One Mile Three Year Resolution or evidence of other exception
- Housing Tax Credit Units per Total Household Resolution
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is not included and will be provided under separate cover no later than 14 days prior to the Board meeting selected in Tab 1b

Zoning and Floodplain

- Evidence of Zoning and/or Evidence of Re-Zoning Process
- Evidence of Flood Zone Designation

Farmland Designation

- Information is included in the ESA.
- Information is included behind this tab.

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) and
- Go to “Quick Navigation”, select address and enter street address, city, and state. If the Development Site does not have a fixed address, enter the street, city and state.
- Just below where it says “Area of Interest Interactive Map” and to the left of where it says “Legend” is a row of buttons. Two at the end are labeled “AOI” for area of interest. Click the rectangle or triangle button based on the relative shape of the Development Site.
- Outline the Development Site, getting as much within the rectangle or triangle as possible.
- Select the tab for “Soil Data Explorer”, select “Land Classifications”, then select “Farmland Classification”.
- Select “View Rating”. You may need to scroll down to see it.
- In the upper right corner, select "Printable Version". Name it if you wish, scale to "Fit to page", printed sheet size "A landscape (11” x 8.5”). Make sure the box box labeled "show UTM Coordinate Ticks" is checked. Select "View".
- Save the file as a PDF and include it in the Application.

Site and Neighborhood Standards (New Construction Direct Loan Only)

- Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.
- DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)
Educational Quality (all Applications)

[X] School Attendance Zone Map with Development labeled;

[X] 2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies); and

[NA] Neighborhood Risk Factors Report (“NRFR”) 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 (or 2017 if the Hurricane Harvey Provision applies).

Waiver of Rules

[NA] The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant.

[NA] The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Select Year
- 2019
- 2018

QCT for 2019
- Tract: 9508.00
- County: Henderson County
- State: TX
- Status (2019): Not Qualified
- Poverty Rate: 14.5%
- Ratio of Tract Median Income to Tract Income Limit: 0.551
- Full Tract Number: 48213950800

Proposed SilverLeaf at Tool Site
Due to the lapse in Congressional Appropriations for Fiscal Year 2019, the U.S. Department of Housing and Urban Development (HUD) is closed. HUD websites will not be updated until further notice. For more information, see [HUD Contingency Plan for Possible Lapse in Appropriations](#).

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
February 8, 2019

StoneLeaf Development Partners, LLC
Ben Dempsey
1920 S. 3rd. St
Mabank, TX 75147

RE: TDHCA Application

Dear Mr. Dempsey:

I understand that questions have come up regarding the zoning and annexation of the property you are proposing to develop in Tool, Texas. The property, while surrounded by the City limits of the City of Tool is outside of the City limits and is considered as strictly a part of the County. Therefore, County regulations apply, and in the state of Texas Counties do not have regulatory authority to impose zoning ordinances. Therefore, there is no zoning that is applicable to the parcel you are planning. In the question of annexation, the City is in receipt of your application to annex and will be moving forward with the annexation process.

Sincerely,

Makenzie Lyons
City Secretary, City of Tool
February 20, 2019

Ben Dempsey, CGP
StoneLeaf Companies
1920 S. 3rd Street
Mabank, Tx 75147

RE: Zoning

Dear Mr. Dempsey,

The proposed SilverLeaf at Tool development is located in Henderson County. **Henderson County does not have zoning requirements.** Henderson County does have sub-division regulations that must be reviewed for engineering compliance by the firm of Velvin and Weeks Consulting Engineers.

Sincerely,

Scotty Thomas
Commissioner
Henderson County Pct 1
There are currently no buildings located at the subject property. Phase Engineering, Inc. has the opinion that based on lack of on-site buildings, tests to determine lead in the drinking water at the subject property would not be necessary. See Drinking Water Quality Report in the appendix.

### 14.6 Radon

The U.S. EPA and the U.S. Geological Survey evaluated the radon potential in the U.S. and developed a map to assist National, State and local organizations to target their resources and to assist building code officials in deciding whether radon-resistant features are applicable in new construction. The map assigns each of the 3,141 counties in the U.S. to one of three zones based on radon potential. Each zone designation reflects the average short-term radon measurement that can be expected to be measured in a building without the implementation of radon control methods. See the Texas Radon Map located in the Appendix.

In 1994, a statewide survey of indoor residential radon was conducted by the Texas Department of Health and Southwest Texas State University. The report identified several areas of Texas where the local geology is suspected to contribute to elevated levels of indoor radon.

Projects funded by FHA Multifamily Insured mortgage applications must comply with Section 9.5.C of the Multifamily Accelerated Processing (MAP) Guide, which requires post-construction radon testing is required for all new construction projects located within Radon Zone 3. The radon testing must be performed in accordance to the ANSI/AARST protocol for conducting radon and radon decay product measurements in multi-family buildings.

See preliminary findings and requirement for radon testing from the EPA Radon Map and Texas Statewide Survey in the table below:

<table>
<thead>
<tr>
<th>EPA Radon Zone Designation</th>
<th>Percent of Properties &gt;4.0 pCi/L per Statewide Survey</th>
<th>Maximum Reported Level per Statewide Survey pCi/L</th>
<th>Requirement for Radon Testing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henderson County</td>
<td>7.1</td>
<td>5.1</td>
<td>Marginal (0-10% of properties surveyed &gt;4.0 pCi/L)</td>
</tr>
</tbody>
</table>

### 14.7 FEMA Flood Insurance Rate Map

The subject property is in Unshaded Zone X (outside of the 100 and 500-year floodplains) as delineated on the FEMA FIRM Map Number 48213C0075E, with an effective date of April 5, 2010. The subject property is not located in a FEMA-designated Special Flood Hazard Area and flood insurance or mitigation for flood impacts are not required.

### 14.8 Wetlands

The U.S. Army Corps of Engineers (USCOE) requires permitting prior to the filling of certain jurisdictional wetland areas and other waters of the U.S. Geospatial wetland data is managed by the U.S. Fish and Wildlife Service and presented in maps known as the National Wetland Inventory (NWI). A review of the NWI map stream and open water feature are located along the south-central boundary of the subject property. These areas are depicted as PUBHh (Palustrine – Unconsolidated Bottom—Temporarily
FEMA Flood Map

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

Zones A, AE, AH, AO, VE
Special Flood Hazard Areas Subject to inundation by the 1% annual chance Flood Event (100-year flood). The 1% annual chance flood, also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHA includes A, AE, AH, AO, AR, A99, V, and VE.

Zone X 500
Area With Reduced Flood Risk Due to Levee
Moderate Flood Hazard Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than less than 1 square mile; and areas protected by levees from 1% annual chance flood.

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

Minimal Flood Hazard Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain and protected by levee from 100-year flood.

Area Not Included
February 13, 2019

StoneLeaf Companies, LLC
Ben Dempsey
1920 S. 3rd Street
Mabank, TX 75147

Re: SilverLeaf at Tool

Dear Mr. Dempsey,

The SilverLeaf at Tool development proposed to be located at 2001 N. Tool Drive is located in the Malakoff ISD.

It is my understanding that this development will be restricted to residents age 55 and older. Therefore, Malakoff ISD anticipates no impact from the future residents in regards to attendance.

However, had this been a family development any school age children residing there would attend the Malakoff Schools (Tool Elementary, Malakoff MS and Malakoff HS).

Sincerely,

Randy Perry
## Texas Education Agency
### 2018 A-F Accountability Listing

<table>
<thead>
<tr>
<th>District/Campus Name</th>
<th>School Type</th>
<th>Grades Served</th>
<th>Alt Ed %</th>
<th>Grades Alt Eco Dis</th>
<th>Overall Grades/Rating Score</th>
<th>Student Achievement</th>
<th>School Progress</th>
<th>Relative Performance</th>
<th>Closing the Gaps</th>
<th>Support Label</th>
</tr>
</thead>
<tbody>
<tr>
<td>MALAKOFF ISD</td>
<td>No</td>
<td>58.5</td>
<td>A 93</td>
<td>A 93</td>
<td>Met Standard 93 A 90 C 70 A 91 A 98</td>
<td>A 90</td>
<td>C 70 A 91 A 98</td>
<td>Met Standard 93 Met Standard 69 Met Standard 93 Met Standard 77</td>
<td>Add. Target</td>
<td></td>
</tr>
<tr>
<td>MALAKOFF EL</td>
<td>Elementary</td>
<td>EE - 05 No 63.9</td>
<td>Met Standard</td>
<td>88</td>
<td>Met Standard 93 A 90 C 70 A 91 A 98</td>
<td>Met Standard 96 A 96 A 96 A 96 A 96</td>
<td>Met Standard 96 Met Standard 95 Met Standard 96 Met Standard 100</td>
<td>Add. Target</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOOL EL</td>
<td>Elementary</td>
<td>PK - 05 No 81.3</td>
<td>Met Standard</td>
<td>97</td>
<td>Met Standard 93 A 90 C 70 A 91 A 98</td>
<td>Met Standard 96 A 96 A 96 A 96 A 96</td>
<td>Met Standard 96 Met Standard 95 Met Standard 96 Met Standard 100</td>
<td>Add. Target</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MALAKOFF ALTERNATIVE PROGRAM (MAP)</td>
<td>High School</td>
<td>09 - 10 No 66.7</td>
<td>Not Rated</td>
<td>Not Rated</td>
<td>Not Rated</td>
<td>Not Rated</td>
<td>Not Rated</td>
<td>Not Rated</td>
<td>Not Rated</td>
<td>Add. Target</td>
</tr>
</tbody>
</table>
Tab 9

Site Information Form Part II
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]

\( X \) 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

\( X \) The census tract has a median household income rate in the two highest quartiles within the region (2 points).

\( \) 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 (1 point).

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.

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

Full service grocery store (1 point)(4 miles)
Pharmacy (1 point)(4 miles)
Public library (1 point)(4 miles)
Indoor recreation facility available to public (1 point)
Delivered meals service (1 point)
Census tract with crime rate of ≤26 per 1k persons (1)

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:
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

   - Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.
   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).
   - 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 (1 point).

   - Contiguous Census Tract # ___________________________  Contiguous Tract Quartile ___________________________

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

   - Full service grocery store (1 point)(4 miles) ___________________________
   - Pharmacy (1 point)(4 miles) ___________________________
   - Public library (1 point)(4 miles) ___________________________
   - Indoor recreation facility available to public (1 point) ___________________________
   - Delivered meals service (1 point) ___________________________
   - Census tract with crime rate of ≤26 per 1k persons (1 point) ___________________________

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

   - Community, civic or service organization (1 point)(3 miles) ___________________________

   - 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. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

- Wholly or partially within a Colonia (2 points); (Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within the boundaries of an Economically Distressed Area (1 point); (Note: Not eligible if application qualifies for Opportunity Index points)
- Entirely within a census tract that does not have another 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);
- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
- 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 another 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 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);
- Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);
- An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

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

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

3. **Proximity to the Urban Core (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**

- Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside. AND
- Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. OR
- Population of Place is 750,000 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. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

- **Region:** 4 – Rural
- Application is claiming points for a Concerted Revitalization Plan (“CRP”).
- No points were claimed for Opportunity Index.
- Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- The CRP Packet has been completed and uploaded along with but separately from the Application.

**Application is seeking points for Concerted Revitalization.**  
**Total Points Claimed:** [0]

5. **Declared Disaster Area Scoring (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

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

**Application is seeking points for Declared Disaster Area.**  
**Total Points Claimed:** [10]
6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

**NA** 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 two years preceding December 1, 2018.
- [ ] Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2019.
- [ ] Application includes acknowledgement from all lenders and the syndicator of the required closing date.
- [ ] Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2019.
- [ ] Application includes evidence that appropriate zoning will be in place at award.
- [ ] Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2019.
- [ ] Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

**Application is seeking points for Readiness to Proceed.**

**Total Points Claimed:**

0
Supporting Documentation for the Site Information Form Part I and II

- Census Tract Boundary Map
- Map of Community Assets
- Community Asset Supporting Documentation
- Declared Disaster Area
Supporting Documentation for the Site Information Form Part II

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Opportunity Index (Competitive HTC and Direct Loan Only)</td>
</tr>
<tr>
<td>X</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>NA</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts</td>
</tr>
<tr>
<td>X</td>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
</tr>
<tr>
<td>X</td>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules. NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the community.</td>
</tr>
<tr>
<td>NA</td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups (<a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp</a>)</td>
</tr>
<tr>
<td>X</td>
<td>Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate (<a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>)</td>
</tr>
<tr>
<td>NA</td>
<td>Print-out from THECB website confirming accreditation of university or community college <a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td>X</td>
<td>Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable</td>
</tr>
<tr>
<td>X</td>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
</tr>
<tr>
<td>n/a</td>
<td>For Colonia:</td>
</tr>
<tr>
<td>n/a</td>
<td>Evidence from Attorney General of Colonia boundaries; and <a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td>n/a</td>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
</tr>
<tr>
<td>n/a</td>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td>n/a</td>
<td>For Economically Distressed Areas:</td>
</tr>
<tr>
<td>n/a</td>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and <a href="http://www.twdb.texas.gov/financial/programs/EDAP/index.asp">http://www.twdb.texas.gov/financial/programs/EDAP/index.asp</a></td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
</tr>
<tr>
<td>X</td>
<td>For other items:</td>
</tr>
<tr>
<td></td>
<td>Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the &quot;Board Approval&quot; column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at <a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td>X</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td>NA</td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.</td>
</tr>
<tr>
<td>NA</td>
<td>Map with all contiguous census tracts, if applicable</td>
</tr>
<tr>
<td>n/a</td>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
</tr>
<tr>
<td></td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

CRP Packet is uploaded along with but separate from the Application.

Declared Disaster Area:

- The county in which the Development Site is located is listed on the 2019 List of Declared Disaster Areas (no further documentation is required).
  - The List of Declared Disaster Areas is posted on the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)

- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov't Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed

- Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).
- Certification for closing
- Acknowledgement(s) of closing date from lenders and syndicator
- Certification for construction contract
- Evidence that appropriate zoning will be in place at award (July 25, 2019).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
Due to the lapse in Congressional Appropriations for Fiscal Year 2019, the U.S. Department of Housing and Urban Development (HUD) is closed. HUD websites will not be updated until further notice. For more information, see HUD Contingency Plan for Possible Lapse in Appropriations.

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.

Click here for full screen map
SilverLeaf at Tool

2001 N Tool Dr, Tool, TX 75143

Opportunity Index Amenities - Rural

1) Grocery: Brookshire’s – 6,445ft(1.22mi)
2) Pharmacy: Brookshire’s Pharmacy – 6,445ft(1.22mi)
3) Property Crime: 8.29 per 1000
4) Public Library: The Library at Cedar Creek Lake – 7,325ft(1.3mi)
5) CT with % of adults age 25 and older with an associate's degree or higher: 23.06%
6) Indoor Rec: Tip Top Lanes – 6,539ft(1.24mi)
7) Outdoor Rec: Whatz Up Family Fun Park – 7,800ft(1.48)
8) Community or Civic Organization: First Baptist Church of Seven Points – 8,608ft(1.63mi)
9) Meals on Wheels: United Way of Henderson County
Brookshire’s Grocery and Pharmacy, 210 Seven Points Blvd, Seven Points, TX 75143

The Library at Cedar Creek Lake, 410 E Cedar Creek Pkwy, Seven Points, TX 75143
Tip Top Lanes, 321 Veterans Ln, Seven Points, TX 75143
Whatz Up Family Fun Park, 700 E Cedar Creek Pkwy, Seven Points, TX 75143
First Baptist Church of Seven Points, 425 W Cedar Creek Pkwy, Seven Points, TX 75143

United Way of Henderson County, 604 York St, Athens, TX 75751
1. **Brookshire's of Seven Points**  
   210 S Seven Points Blvd. Seven Points TX 75143

   **Hours** (Opening & Closing Times):  
   Mon-Thur 6am-10pm  
   Fri 6am-10pm  
   Sat 6am-10pm  
   Sun 6am-10pm

   **Phone Number:** (903) 432-2385

   **Customer Service Email or Contact:**

   Correct this information

The map and information below will help you find the closest Brookshire's Grocery near you. Need to know what time Brookshire's Grocery in Seven Points opens or closes, or whether it's open 24 hours a day? Read below for business times, daylight and evening hours, street address, and more.

Consisting of over 150 stores, Brookshire Grocery Company operates a supermarket chain throughout Texas, Louisiana, and Arkansas. Founded in 1928, Brookshire's headquarters reside in Tyler, TX. Brookshire's originally began as a member of fellow grocery store chain Brookshire Brothers, also based out of Texas. However, the two brands eventually split in 1939, now related only in name. A privately owned entity, Brookshire's employs more than 12,000 workers.
About the Library

THE LIBRARY AT CEDAR CREEK LAKE offers a variety of services and materials to meet your business, personal, educational, and recreational needs. Our service-oriented staff strives to make the information in books and other library resources accessible to you. Please let us know if you require additional information about the Library’s policies or procedures.

The Library at Cedar Creek Lake is an independent non-profit (501c3) public library supported primarily by small private donations by individuals like you. The library is not a city or county facility. The library is a fully accredited full service library and is a member of the Texas State Library System.

Mission

The Library at Cedar Creek Lake serves the Cedar Creek Area. The Library is a resource center that provides library materials and services, promotes and assists in educational development and encourages reading by:

- Providing programs and activities that cater to the needs of all our citizens across age, gender and other differences (e.g. summer reading programs, story hour for children, programs of older citizens, teens and young adults)
- Providing a venue for people to meet, interact, learn and exchange ideas and information and grow
- Providing a forum to enjoy and appreciate cultural events, performances, etc.
- Providing instruction in adult literacy, GED, English as a second language, computer, financial, health and nutrition literacy
- Organizing health, technology and science fairs, concerts, and art and craft exhibitions
- Providing outreach services (e.g. head start programs, and programs for homebound and shut-ins.)
- Working with Best Friends, Literacy Council, Kiwanis, Rotary and the Optimists Clubs and other civic organizations to promote reading, learning and cultural and intellectual developments and maintaining up to date technology.
TipTop Lanes

#1 Experts at Having Fun

903-432-4094

Fun For All

TipTop Lanes Welcomes You

TipTop Lanes provides a wide range of entertainment services to guests of all ages. Our fun parties, events, and activities are guaranteed to make you smile. There’s something for everyone at our Family Entertainment Center, so swing by today and enjoy everything we have to offer.

Fun Starts Here

Activities

TipTop Lanes offers our guests a number of fun activities for their enjoyment. Whatever you’re looking for, we have it all. Our Family Entertainment Center has set the bar high, providing a safe environment, as well as fun, family activities for everyone. Stop by TipTop Lanes today and be prepared for an experience you’ll never forget.

-Open Bowling
-League Bowling
-Corporate Parties
-Private Parties
-Full Service Pro Shop
-Full Bar
-Snack Bar
LAKEPLEX LOUNGE
At TipTop Lanes, we know that people of all ages deserve a good snack or drink. Our snack bar has a little bit of everything for your entire family.

POOL TABLES
For many years, TipTop Lanes has been the leading Family Entertainment Center in Seven Points, offering visitors of all ages the chance to play like a kid. Our Pool Tables are a great way for you to experience the thrill of many of our entertainment options. Come see what our pool tables are about today.

Who We Are
Our Story
Since opening our doors to the public, TipTop Lanes has become a must-see destination for people all over the Seven Points area. We offer top-of-the-line entertainment services for everyone to enjoy. Whether you’re planning a day trip with your family, or are coming with friends, we give visitors of all ages the chance to enjoy themselves in a fun-filled environment. Swing by for a visit today.

https://www.tiptoplanes.com/
Unlimited Attractions

<table>
<thead>
<tr>
<th></th>
<th>1 Hour</th>
<th>2 Hours</th>
<th>4 Hours</th>
<th>All Day</th>
<th>Video Games</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person</td>
<td>$15</td>
<td>$20</td>
<td>$25</td>
<td>$30</td>
<td>$10</td>
</tr>
</tbody>
</table>

Unlimited Attractions include:

- **Go-Karts**
  - Ride Requirements: 58” to drive
  - 36” and no drive

- **Bumper Cars**
  - Ride Requirements: 42” tall to drive

- **Rock Wall**
  - Ride Requirements: 45lbs to 210lbs

- **Laser Tag**
  - Ride Requirements: Big enough to wear the vest. Usually

- **Video Games**
  - Unlimited video games, excluding redemption games.
**Single Attraction Ticket $5**

To be used for a single admission at go-karts, laser tag, bumper cars, rock wall, or miniature golf.

Note: A single admission is for one time, not unlimited.

**Late Night Fun Pass $15**

**Parent Pass $15**
Unlimited Go-Karts, Laser Tag, Bumper Cars, Rock Wall, & Video Games from 7PM-10PM for just $15 per person!

Matches minor child’s pass regardless of package. No arcade card.

Limit 1 parent pass per child. Parent must accompany the child at the attraction to play. Parent will be given a wristband and must show the wristband to the attendant when the child’s fun card is swiped.

Also available at Whatz-Up:

(Not included in the Unlimited Attractions)

**Unlimited Video Game Play excludes redemption ticket, coke, action, and prize games**

**Also available at Whatz-Up:**

- **Arcade**
  - Video games and
  - Paintball
    - Starting at $19.99
- **Miniature Golf**
  - $5 Per Round
- **Batting Cages**
  - Starting at $2.50
- **Pool Tables**
  - $1.00 Per Game

Requirements:

- Participants
- 18 Holes of miniaturized golf. This isn’t
- Ages 6+
- Baseball and
- Challenge Dad to a good ol’ game of pool!
Play the redemption games to earn points for prizes!

**Brain Werkz Escape Room**
$20 Per Person

The escape room is designed for working together to reach a common goal, to escape. This is a great way to do a team building exercise and have an outstanding experience.

**Upper Level Event Facility**
Rates starting at $100

The perfect venue for:
- Corporate Events,
- Holiday Parties,
- Wedding Receptions,
- Rehearsal Dinners,
- Anniversary Parties,
- Reunions,

**Lock-Ins**
Starting at $35 per person

For children under 12 we have a soft play tunnel system where they can climb and play to their heart’s content. The playground features a spiral tube slide which the kids love. It’s both great fun and allows them to have a great time in a safe environment.

**Soft Play**
Free

Kiddie Cars:
$5 attraction ticket or an unlimited wristband!

Nothing makes kids feel more like grown-ups than getting behind the wheel of their own car. Kiddie cars provide the perfect size and speed for those new drivers in a controlled environment.

**BrainWerkz Event Facility**

Usually 10 years old and up are fine.

The safety equipment and marker is challenging and delightful with waterfalls and rolling hills.

**BrainWerkz Lock-Ins**
Starting at $35 per person

**Pricing Party Packages**

**Group Rates**

30+ Paintball

**Hours & Directions**

2/18/2019

Whatz-Up Family Fun Park

https://www.whatzup.us/attractions/
the Soft Play area is free to paying guests. So come have a snack and watch the kids play!

although some would call 4-year-olds driving controlled chaos! Parents, get your cameras out!
Meals on Wheels

The Meals on Wheels program provides a hot meal every weekday for homebound older adults in Henderson County. All meals are low fat/low salt and meet the one-third recommended dietary allowance set by the FDA. Vegetarian, diabetic, soft, and pureed meals are available. Meals are delivered by volunteer drivers between 10:00 a.m. and 1:00 p.m. In addition to receiving a nutritious meal, Meals on Wheels clients receive important social interaction with caring volunteers. These visits, which also serve as a regular wellness checks, often turn into lasting friendships.

No Financial Requirements
In order to qualify for grant funding, you must be at least 60 years of age, homebound, and unable to prepare a hot meal on a regular basis. If you do not meet all of the funding criteria, private pay options are available.

Meals on Wheels Isn’t Just Long-term
Rehab, post-op, medical treatments, transition of caregiver, and other short-term scenarios are also great opportunities to take advantage of the service. We love to be able to help someone through a temporary need and to get back on their feet again.
Don’t Need a Meal Every Day?
Have a regularly scheduled appointment each week? No problem. You can set up your meals to skip certain days of the week as needed.

Where Do We Deliver?
It doesn’t matter whether you are in Hendersonville, Etowah, Mills River, Fletcher, Edneyville, or anywhere else, we serve all of Henderson County.

How Do I Apply?
Contact us at 828-692-6693 or fill out the Client Referral Form online below. Once we receive your application, our case worker will set up an in-home assessment and then shortly after the assessment, you can begin receiving meals.

Last year, we delivered over 60,000 meals to over 500 clients. We would be honored to serve you or your loved one.

Click here for the February regular Meals on Wheels Menu
Click here for the February Meals on Wheels Vegetarian Menu

“Les makes me laugh every time, and that’s important!”
- Dottie, MOW client
The services provided by the Council on Aging for Henderson County are not possible without the generous support of contributors both large and small. Please take a moment to consider making a donation.

Volunteers make up the backbone of our organization. Please take a moment to consider committing a few hours of your time toward helping improve the quality of life of your older adult neighbors.
TOOL, TX CRIME

67 Vital Statistics. 5 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

88

(100 is safest)

Safer than 88% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>2</td>
<td>19</td>
<td>21</td>
</tr>
<tr>
<td>Crime Rate</td>
<td>0.87</td>
<td>8.29</td>
<td>9.17</td>
</tr>
</tbody>
</table>

Safer than 88% of U.S. neighborhoods.

**NEIGHBORHOOD VIOLENT CRIME**

**VIOLENT CRIME INDEX**

83

(100 is safest)

Safer than 83% of U.S. neighborhoods.

**VIOLENT CRIME INDEX BY TYPE**

<table>
<thead>
<tr>
<th>Crime Type</th>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Index</td>
<td>100</td>
<td>41</td>
<td>100</td>
<td>85</td>
</tr>
</tbody>
</table>

100 is safest

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

![Comparison Graph]

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

1 IN 1,146 in Tool

1 IN 228 in Texas
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
Due to the lapse in Congressional Appropriations for Fiscal Year 2019, the U.S. Department of Housing and Urban Development (HUD) is closed. HUD websites will not be updated until further notice. For more information, see HUD Contingency Plan for Possible Lapse in Appropriations.

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014; 2011-2015; and 2012-2016. The designation methodology is explained in the federal Register notice published October 22, 2018.
2019 Declared Disaster Areas
Counties Eligible under §11.9(d)(3) of the 2019 QAP
as of November 5, 2018

Andrews  Cottle  Haskell  Lubbock  San Patricio
Angelina  Crosby  Hays  Lynn  San Saba
Aransas  Dallam  Hemphill  Madison  Scurry
Archer  Dawson  Hidalgo  Martin  Shackelford
Armstrong  DeWitt  Matagorda  Mason  Sherman
Atascosa  Deaf Smith  Hill  Materville  Somervell
Austin  Dickens  Hopkins  Maverick  Starr
Bandera  Dimmit  Hood  McLennan  Stephens
Bastrop  Donley  Houston  McMullen  Sterling
Baylor  Duval  Howard  Medina  Stonewall
Bee  Eastland  Hutchinson  Midland  Sutton
Bell  Edwards  Jackson  Milam  Swisher
Bexar  Ellis  Jasper  Mills  Tarrant
Blanco  Erath  Jefferson  Mitchell  Taylor
Borden  Falls  Jim Hogg  Montgomery  Terry
Bosque  Fannin  Jim Wells  Moore  Throckmorton
Brazoria  Fayette  Johnson  Motley  Travis
Brazos  Fisher  Jones  Navarro  Trinity
Briscoe  Floyd  Karnes  Newton  Tyler
Brooks  Foard  Kendall  Nolan  Uvalde
Brown  Fort Bend  Kenedy  Nueces  Val Verde
Burleson  Frio  Kent  Oldham  Van Zandt
Burnet  Gaines  Kerr  Orange  Walker
Caldwell  Galveston  Kimble  Palo Pinto  Waller
Calhoun  Garza  King  Parker  Washington
Callahan  Gillespie  Kinney  Parmer  Webb
Cameron  Glasscock  Kleberg  Polk  Wharton
Carson  Goliad  Knox  Potter  Wheeler
Castro  Gonzales  La Salle  Rains  Wilbarger
Chambers  Gray  Lampasas  Refugio  Wilson
Childress  Grimes  Lavaca  Roberts  Winkler
Cochran  Guadalupe  Lee  Robertson  Yoakum
 Coke  Hall  Leon  Runnels  Young
Coleman  Hamilton  Liberty  Sabine  Zapata
Collingsworth  Hansford  Limestone  San Augustine  Zavala
Colorado  Hardeman  Lipscomb  San Jacinto
Comal  Hardin  Live Oak  Sabine  Zavala
Comanche  Harris  Llano  San Patricio
Coryell  Hartley  Loving  San Saba

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
221 E. 11th St., Austin, TX 78701  Main Number: 512-475-3600  Email: info@tdhca.state.tx.us
P.O. Box 13941, Austin, TX 78711  Toll Free: 800-525-0657  Web: www.tdhca.state.tx.us
Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.
Relay Texas: 800-735-2981 (TTY) and 711 (Voice).
Tab 11

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

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.497</td>
<td>15.967</td>
<td>NA</td>
<td>15.963</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:

   **Discrepancy is due to the use of survey to determine the actual site boundaries. Owner has donated a portion of the site to the city of Tool.**

2. **Site Control [10 TAC §11.204(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>Karen Fate</td>
<td>Karen Fate</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>2301 PR 6401</td>
<td>Tool</td>
<td>TX</td>
<td>75163</td>
<td>4/22/2007</td>
</tr>
</tbody>
</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?

   If “Yes,” please explain:

   If "Yes", the Application must include the documentation required by 10 TAC §11.302(e)(1)(B)(ii), as applicable.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>All listed above</td>
<td></td>
</tr>
</tbody>
</table>

   **Site Control is in the form of:**
   - [X] Contract for sale.
   - [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
   - [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - [ ] Contract for lease.
   - **Expiration of Contract or Option:** **2/15/2020**
   - **Anticipated Closing Date:** **1/15/2020**
   - [X] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
   - [ ] The Property has the following encumbrance(s):

3. **Ingress/Egress and Easements [9% and 4% HTC Only] [10 TAC §11.204(10)(D)]**

   If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

   - [NA] Evidence of an easement, leasehold, or similar documented access; and

2/28/2019
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- [ ] Qualified Census tract that has less than 20% HTC Units per household
- [X] New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
  †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

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

- [X] Rural Development **(Competitive HTC only)**
- [ ] Development is entirely Supportive Housing **(Competitive HTC Only)**
- [X] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan **(Competitive HTC only)**
- [ ] Development includes an additional 10% of units at 30% AMI. **(Competitive HTC only)**
  
  Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.

- [ ] Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. **(Competitive HTC only)**

- [ ] Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). **(Competitive HTC only)**

If a revised form is submitted, date of submission: 

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2/26/2019
Support Documentation from Site Information
Part III

- Site Control Documentation
- Title Commitment or Policy
### Site Control Documentation

- [ ] If recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).
- [ ] If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.
- [ ] If Application is requesting Direct Loan Funds, contract for sale, option to purchase or option to lease includes the language required by 10 TAC §13.5(e).
- [X] Title Commitment or Policy

### Ingress/Egress and Easements

- [NA] Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

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

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

List of Opportunity Zones can be found at:

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Karen Fate (Seller) and Stone Leaf Development Partners, LLC &/or its assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy fromSeller the Property defined below.

2. PROPERTY: Lot 26F, AB 553 T O Meux SUR, TR 26F (minus 20x30 easement for billboard TBD) Addition, City of Tool, County of Henderson, Texas, known as 2001 N. Tool Drive 75146-7540 (address/zip code), or as described in the attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gors, easements, and reservations or other interests in accordance with an attached addendum.

3. SALES PRICE:
   A. Cash portion of Sales Price payable by Buyer at closing. $130,000.00
   B. Sum of all financing described in the attached: □ Third Party Financing Addendum, □ Loan Assumption Addendum, □ Seller Financing Addendum. $130,000.00
   C. Sales Price (Sum of A and B). $130,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or in which the license holder or the license holder’s spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: n/a

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver $4,000.00 as earnest money to Riverway Title, as escrow agent, at 5 Riverway, Suite 300 Houston, Texas 77050 (address). Buyer shall deposit additional earnest money of $3,000.00 as escrow agent within 7 days after the effective date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller’s remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

6. TITLE POLICY AND SURVEY:
   A. TITLE POLICY: Seller shall furnish to Buyer at □ Seller's □ Buyer's expense an owner’s policy of title insurance (Title Policy) issued by Riverway Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
      (1) Restrictive covenants common to the platted subdivision in which the Property is located.
      (2) The standard printed exception for standby fees, taxes and assessments.
      (3) Liens created as part of the financing described in Paragraph 3.
      (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
      (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
      (6) The standard printed exception as to marital rights.
      (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
      (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
         (i) will not be amended or deleted from the title policy; or
         (ii) will be amended to read, “shortages in area” at the expense of □ Buyer □ Seller.
      (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
   B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer’s address.
shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s) (Check one box only).

(1) Within [ ] days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.

(2) Within [ ] days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

(3) Within [ ] days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

80 unit over 55 retirement community

Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property [] is [X] is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association...
(3) STATUTORY TAX DISTRICTS: 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 fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §§33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is defined as a water or sewer service area that is not regulated by law to provide water or sewer service to the property, in a 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 Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property □is Xis not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller shall give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) 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."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller or Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from demanding repairs or treatments in a subsequent amendment or from terminating this
(Check one box only)

X (1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: n/a

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property or
(6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before January 15, 2020, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

"Purchase is subject to Buyer receiving a reservation of Federal Low Income Housing Tax Credits and a commitment of HOME funds for the proposed property from the Texas Department of Housing and
12. SETTLEMENT AND OTHER EXPENSES:
   A. The following expenses must be paid at or prior to closing:
      (1) Expenses payable by Seller (Seller’s Expenses):
         (a) Releases of existing liens, including prepayment penalties and recording fees; release of
             Seller’s loan liability; tax statements or certificates; preparation of deed; one-half of
             escrow fee; and other expenses payable by Seller under this contract.
         (b) Seller shall also pay an amount not to exceed $ __________________ to be applied in the
             following order: Buyer’s Expenses which Buyer is prohibited from paying by FHA, VA,
             Texas Veterans Land Board or other governmental loan programs, and then to other
             Buyer’s Expenses as allowed by the lender.
      (2) Expenses payable by Buyer (Buyer’s Expenses): Appraisal fees; loan application fees;
         origination charges; credit reports; preparation of loan documents; interest on the notes
         from date of disbursement to one month prior to dates of first monthly payments;
         recording fees; copies of easements and restrictions; loan title policy with endorsements
         required by lender; loan-related inspection fees; photos; amortization schedules; one-half
         of escrow fee; all prepaid items, including required premiums for flood and hazard
         insurance, reserve deposits for insurance, ad valorem taxes and special governmental
         assessments; final compliance inspection; courier fee; repair inspection; underwriting fee;
         wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI),
         VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the
         lender; and other expenses payable by Buyer under this contract.
   B. If any expense exceeds an amount expressly stated in this contract for such expense to be
      paid by a party, that party may terminate this contract unless the other party agrees to pay
      such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas
      Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:
   A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and
      rentals will be prorated through the Closing Date. The tax proration may be calculated taking
      into consideration any change in exemptions that will affect the current year’s taxes. If taxes
      for the current year vary from the amount prorated at closing, the parties shall adjust the
      prorations when tax statements for the current year are available. If taxes are not paid at or
      prior to closing, Buyer shall pay taxes for the current year.
   B. ROLLBACK TAXES: If this sale or Buyer’s use of the Property after closing results in the
      assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing,
      the Assessments will be the obligation of Buyer. If Assessments are imposed because of
      Seller’s use or change in use of the Property prior to closing, the Assessments will be the
      obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other
     casualty after the Effective Date of this contract, Seller shall restore the Property to its previous
     condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to
     do so due to factors beyond Seller’s control, Buyer may (a) terminate this contract and
     the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days
     and the Closing Date will be extended as necessary or (c) accept the Property in its damaged
     condition with an assignment of insurance proceeds, if permitted by Seller’s insurance carrier,
     and receive credit from Seller at closing in the amount of the deductible under the insurance
     policy. Seller’s obligations under this paragraph are independent of any other obligations of
     Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller
     may (a) enforce specific performance, seek such other relief as may be provided by law, or both,
     or (b) terminate this contract and receive the earnest money as liquidated damages, thereby
     releasing both parties from this contract. If Seller fails to comply with this contract Seller will be
     in default and Buyer may (a) enforce specific performance, seek such other relief as may be
     provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby
     releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes
     through alternative dispute resolution procedures such as mediation. Any dispute between Seller
     and Buyer related to this contract which is not resolved through informal discussion will be
     submitted to a mutually acceptable mediation service or provider. The parties to the mediation
     shall bear the mediation costs equally. This paragraph does not preclude a party from seeking
     equitable relief from a court of competent jurisdiction.

17. ATTORNEY’S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who
     prevails in any legal proceeding related to this contract is entitled to recover reasonable
     attorney’s fees and all costs of such proceeding.

18. ESCROW: A. The escrow agent is not (i) a party to this contract and does not have liability
     for the performance or nonperformance of any party to this contract, (ii) liable for interest on
     the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any
     financial institution in which the earnest money has been deposited unless the financial
     institution is acting as escrow agent.
agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, the escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent 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 escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of 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.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: 1920 South 3rd

Mabank, Texas 75156

Phone: (254)290-2131
Fax: ben@stoneleafcompanies.com

cc: robwilliams@ebby.com

To Seller

at: Karen Fate

2301 PR 6401 Tool 75163

Phone: 903.340.7710
Fax: KFate@yahoo.com
E-mail: cc.dianedunaway@ebby.com

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

☐ Third Party Financing Addendum
☐ Seller Financing Addendum
☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
☐ Buyer's Temporary Residential Lease
☐ Seller's Temporary Residential Lease
☐ Addendum for Reservation of Oil, Gas and Other Minerals
☐ Addendum for "Back-Up" Contract
☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal

☐ Addendum for Coastal Area Property
☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
☐ Addendum for Sale of Other Property by Buyer
☐ Addendum for Property in a Propane Gas System Service Area
☐ Other (list): Special Provisions Addendum
23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $1,000.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 300 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee [x] will [ ] will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Mike Pruitt
PO Box 28 430 Elder Hill Rd
Driftwood, Texas 78619
Phone: (512)858-2828
Fax: 
E-mail: mpruitt@swbell.net

Seller's
Attorney is: 
Phone: 
Fax: 
E-mail: 

EXECUTED the 4th day of December, 2018 (Effective Date).

(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

[Signature]
Buyer

[Signature]
Seller

StoneLeaf Development Partners, LLC &/or it's assigns
Karen Fate

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 9-13. This form replaces TREC NO. 9-12.
ADDENDUM

PROPERTY: 2001 N. Tool Drive, Tool, Tex 75146

1) Special Provisions
Community Affairs (TDHCA) by Aug 1, 2019. In the event of unforeseen circumstances, such as but not limited to a delay of award of Housing Tax Credits or HOME funds, Seller agrees to allow Buyer a request of an extension of time for the Closing Date up to Feb 15, 2020.

In addition, seller shall retain 20'x30' easement or the footprint whichever is the lesser (TBD), for the ownership of the existing billboard lease and profits from the billboard lease.

Buyer pays seller $1,000 on March 1, 2019 and $2,000 on June 15, 2019 to be credited to purchase price at close of sale.

Earnest money is $2,000 by 12/7/2018 and $3,000 by 2/28/2019. This Addendum calls for an additional $1,000 by 3/1/2019 and $2,000 by 6/15/2019. - bps

Contract signed 12/4/2018

Date: 11/21/2018
Signature

Date: 12/3/18
Signature
**BROKER INFORMATION**

(Print name(s) only. Do not sign)

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<tr>
<th>Ebby Halliday Real Estate Inc.</th>
<th>257740</th>
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<tr>
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<td></td>
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<tr>
<td>License No.</td>
<td></td>
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<tr>
<td>represents Buyer only as Buyer's agent</td>
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<td>Seller as Listing Broker's subagent</td>
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<table>
<thead>
<tr>
<th>Rob Williams</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate's Name</td>
</tr>
<tr>
<td>Email Address</td>
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<tr>
<td>(214)693-5779</td>
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</tbody>
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<tr>
<th>Natalie Thomas</th>
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<tbody>
<tr>
<td>Licensed Supervisor of Associate</td>
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<tr>
<td>314 Main St</td>
</tr>
<tr>
<td>(903)340-8590</td>
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</tbody>
</table>

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<tr>
<th>Diane Dunaway</th>
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<tbody>
<tr>
<td>Listing Associate's Name</td>
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<tr>
<td>Email Address</td>
</tr>
<tr>
<td>(214)693-5779</td>
</tr>
</tbody>
</table>

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<tr>
<th>Phone</th>
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<table>
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<tr>
<th>Natalie Thomas</th>
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</thead>
<tbody>
<tr>
<td>Licensed Supervisor of Listing Associate</td>
</tr>
<tr>
<td>314 W. Main St</td>
</tr>
<tr>
<td>(903)340-8540</td>
</tr>
</tbody>
</table>

| Listing Broker's Office Address |        |
| City | 75156 |

<table>
<thead>
<tr>
<th>Gun Barrel City</th>
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</thead>
<tbody>
<tr>
<td>TX</td>
</tr>
<tr>
<td>75156</td>
</tr>
</tbody>
</table>

| Selling Associate's Name |        |
| Selling Associate's Email Address |        |
| Phone |        |

| Licensed Supervisor of Selling Associate |        |
| License No. |        |

| Selling Associate's Office Address |        |
| City | 75156 |

| Phone |

---

Listing Broker has agreed to pay Other Broker _________% of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.
Earnest money is $2,000 by 12/7/2018 and $3,000 by 2/28/2019. Buyer's option to terminate up to 300 days after effective date was paid 12/4/2018. The Addendum calls for an additional $1,000 by 3/1/2019 and $2,000 by 6/15/2019.
RECEIPT OF OPTION FEE

Corresponds to Addendum requirement to pay $1000 by 3/1 - bps

The undersigned acknowledges receipt of the following instrument delivered as an Option Fee.

Personal check # 002846
From: Towneof Development Partners
To: Karen Date
Amount: $1000.00

Date: 3/1/19
Time: 12:23

[Signature]
Printed Name: Michelle DiBari
Ben Dempsey  
StoneLeaf Companies  
1920 S. 3rd Street  
Mabank, TX 75147  

RE: Site Control  

Mr. Dempsey,  

I, Karen Fate, acknowledge that StoneLeaf Development Partners, LLC and/or its assigns maintains site control of the property located at 2001 N. Tool Drive, Tool, TX 75143. As of this date, all earnest monies ($5,000) and option fees ($2,000) are current.  

Sincerely,  

Karen Fate  

STATE OF TEXAS  

COUNTY OF HENDERSON  

Personally came before me this 25th day of April, Karen Fate, who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.  

Abigail Owens  

Signature  

Abigail Owens  

Printed Name  

Notary Public, Henderson County, Texas  
My Commission expires June 21, 2020

OPTION FEE RECEIPT

Receipt of $1,000.00 (Option Fee) in the form of C44842 # 002 740

Ted Landolt
Seller or Listing Broker

Date: 12/4/18

EDUCR MONEY RECEIPT

Receipt of $____________ Earnest Money in the form of

Escrow Agent

Received by

Email Address

Date/Time

Address

Phone

City

State

Zip

Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent

Received by

Email Address

Date

Phone

Stoneleaf Development Partners
1920 South 3rd Street
Mabank, Texas 75147
903-887-4344

Prosperity Bank
Gun Barrel City, Texas 75146

002740

11/28/2018

PAY TO THE ORDER OF ________________________________

$1,000.00

One Thousand and 00/100

Dollars

MEMO Tool Option Fee TR26F
RIVERWAY TITLE

ACKNOWLEDGEMENT OF RECEIPTED CONTRACT AND EARNEST MONEY

We have the receipt for this one.

Date of Acknowledgement: December 6, 2018

Riverway Title hereby acknowledges receipt of the attached Contract and Earnest Money in the amount of $2,000.00 for the following transaction:

Property Address: 2001 N. Toel Drive, Tool, TX 75143
Buyer(s): Stoneleaf Development Partners, LLC &/or it’s assigns
Seller(s): Karen Fate
GF Number: 181295-CS

If you have any questions regarding the Receipt of this Contract, please contact your Escrow Officer and reference your GF Number:

Escrow Officer: Charlotte Sanders
csanders@riverwaytitle.com

Contract & Earnest Money Received By:

Riverway Title
5 Riverway, Suite 300
Houston, Texas 77056
(713) 266-2595

Date 12/6/18

Riverway Title
Houston’s Premier Commercial and Residential Title Company
www.riverwaytitle.com
DISCLOSURE UPON RECEIPT OF EARNEST MONEY

Riverway Title, as Escrow Agent, hereby acknowledges receipt of earnest money from buyer in the amount of $2,000.00 representing earnest money being deposited pursuant to the attached contract. Escrow Agent

(i) is not a party to the contract;
(ii) may deposit funds it receives in any financial institution;
(iii) has no liability on a check until the check has cleared;
(iv) shall not be liable for any interest or other charge on the earnest money and shall be under no duty to invest or reinvest funds held by it unless separate, specific, written instructions to that effect are given to Escrow Agent by the parties to the contract (instructions must include the name, address, and taxpayer identification number for title beneficiary);
(v) does not represent title allowable use or activity on the property;
(vi) does not promise to deliver the commitment within the time stated in the contract;
(vii) requires that buyer make written request of Escrow Agent for copies of covenants, documents, and applicable survey;
(viii) is not obligated to give notices as provided in the contract; and
(ix) is not obligated to disburse the earnest money, unless in its sole discretion it receives satisfactory documentation.

Buyer and Seller may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest-bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally-insured to the maximum extent permitted by law. Demand deposit accounts are non-interest pursuant to federal law, but offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may:

(i) receive favorable loan terms and earn income from the investment of loan proceeds; and
(ii) receive other benefits offered by the financial institution.

Riverway Title, as Escrow Agent, hereby acknowledges receipt of the sum of $ tendered as Purchaser’s Earnest Money to be held in accordance with the terms of the attached agreement. The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent:

(a) Is not a party to this Contract and does not assume liability for performance or non-performance or any signatory;
(b) Has the right to require from all signatories, a written release of liability of the Escrow Agent which authorizes the disbursement of the Earnest Money;
(c) Is not liable for loss of escrow funds caused by bank failure; and
(d) Shall assume no liability for cash deposit until said check is cleared through regular bank channels.

In the event that Earnest Money is released because the transaction is not closed, Escrow Agent may deduct expenses incurred, including, but not limited to: tax certificates, recording fees, charges for copies and delivery, attorney's fees for preparation of documents, and surveyor's fees.

Riverway Title
Houston’s Premier Commercial and Residential Title Company
www.riverwaytitle.com
Stoneleaf Development Partners
1920 South 3rd Street
Mabank, Texas 75147
903-887-4344

Prosperity Bank
Gun Barrel City, Texas 75156

PAY TO THE ORDER OF Riverway Title Company

Two Thousand and 00/100 DOLLARS

Riverway Title Company
5 Riverway, Suite 300
Houston, Texas 77056

MEMO Tool Property

---

Stoneleaf Development Partners
Riverway Title Company

Date Ref. Type Original Amt. Balance Due Discount Payment
12/4/2018 Tool Property 2,000.00 2,000.00

Check Amount 2,000.00
From: Robbye Meyer
To: Ben Sheppard; "Ben Dempsey"; "Mike Sugrue"
Cc: robbye@arxadvantage.net
Subject: RE: 19052 - 9% HTC Application Deficiency Notice - TIME SENSITIVE - Please reply immediately acknowledging receipt.
Date: Tuesday, May 07, 2019 9:48:08 AM
Attachments: 19052 SilverLeaf at Tool Application MF Def 2 - S&U.PDF

Ben,

Per our conversation, our explanation to the deficiency notice below is as follows:

1-4. There is only one contract between the purchaser and seller. The seller wanted to have some funds paid directly to her instead of escrow which are the “option” payments. The seller agreed and paid a portion directly to the seller and the rest was paid into escrow.

5. Ms. Fate is the sole beneficiary and Executor of Mr. Fate’s estate. We previously submitted the documents that show Ms. Fate has file Mr. Fate’s Will in Probate Court. The documents indicate that she will be entitled to the letters of Testamentary for the court. She should have these letters prior to closing giving her the ability to sell the property.

6. The correct acreage for the contract and title is 22.4975. The actual site is 15.963. The owner will be donating the remaining 6.5345 acres to the city for a park. We can work the cost out with REA if needed.

7. The revised S&U to correct the loan term is attached to this email.

Sincerely,
Robbye

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In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. In relation to the purchase contract, explain the significance of the “Option Fee Receipt” for $1,000 signed by the listing agent on 12/4/2018 (i.e., does it meet an obligation that
### Sources of Funds and Financing Narrative

#### Information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost)

<table>
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<tr>
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<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
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</tbody>
</table>

#### Debt
- **BOK Conventional Loan**
  - **Loan Amount**: $8,150,000
  - **Interest Rate**: 5.50%
  - **Term**: 1st

#### Third Party Equity
- **RBC**
  - **Equity Amount**: $990,214
  - **Third Party Equity**: $2,091,968
  - **HTC**: $8,514,988
  - **Ratio**: 0.86

#### Grant
- **$11.9(d)(2)LPS Contribution**

#### Deferred Developer Fee
- **StoneLeaf Development Partners, LLC**
  - **Deferred Developer Fee**: $772,653
  - **Synthetic Equity**: $355,353

#### Other
- **Direct Loan Match**

#### Subtotal Developer Fees
- **$1,350,000**

#### Total Uses of Funds
- **$11,014,621**

#### Total Sources of Funds
- **$11,014,621**

---

*Any existing reserve amounts should be listed on the Schedule of Sources.*
The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for Harris, Brazoria, Chambers, Fort Bend, Galveston, Jefferson, Liberty, Montgomery and Waller counties, Texas, and has granted our company a license to use one or more of these title plants.

Our company's right to access and use Title Data's title plants is governed by the agreement we have with Title Data. This agreement restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

We are permitted by Title Data to provide your company with this title insurance commitment if and only if (i) your company is not licensed as a Texas title insurance agent or direct for the county to which this title insurance commitment pertains (unless you are licensed by virtue of a contract with Title Data to access its title plant for this county), (ii) your company is not under contract to a non-Title Data title plant service for the county to which this title insurance commitment pertains, (iii) your company does not maintain a "business presence" (as defined below) in the county to which this title insurance commitment pertains, and (iv) you use this title insurance commitment only for the purpose of your company closing a bona fide real estate transaction which, in your genuine belief, will result in the issuance of a title insurance policy (the foregoing collectively referred to herein as the "Eligibility Requirements"). In the event your company does not satisfy all of the Eligibility Requirements, immediately return this title insurance commitment to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

Per our agreement with Title Data, a "business presence" is established when a company conducts a real estate closing using its own employees, its agents or its representatives. PLEASE NOTE: sign-ups, witness-only closings, accommodation closings, courtesy closings and similar activities (collectively referred to herein as a "sign-up") are considered to be a "real estate closing" per our agreement with Title Data, and mobile notaries and signing services are considered to be your "agent or representative".

In the event your company already has a business presence in the county to which this title insurance commitment pertains, or will have a business presence by virtue of the real estate transaction associated with this title insurance commitment, immediately return it to our company without reviewing, copying, or otherwise utilizing in any way the information contained therein.

In the event your company elects to conduct a real estate closing (including a sign-up) within the physical boundaries of the county to which this title commitment pertains (either by using your own employees, an agent or a representative), such conduct would constitute an automatic violation by our company of the terms and conditions of our agreement with Title Data, subjecting us to the assessment of liquidated damages by Title Data.

Therefore, as an express condition for us providing your with the attached title insurance commitment and your acceptance and use thereof, you specifically agree (i) that your company meets the Eligibility Requirements, (ii) the consummation of the real estate transaction associated with this title insurance commitment will not result in a violation of such Eligibility Requirements, (iii) not to furnish this title insurance commitment (or any copies thereof) to any title insurance company or agent, and (iv) to indemnify and hold harmless our company from and against any liquidated damages assessed against us by Title Data and all other liabilities, losses or damages incurred by us relating to, or arising out of, our company's providing this title insurance commitment to you.

IN THE EVENT YOUR COMPANY IS UNABLE OR UNWILLING TO COMPLY WITH THESE CONDITIONS, IMMEDIATELY RETURN THIS TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.
TITLE DATA, INC. NOTICE REGARDING SURVEYORS

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 and title plants for Harries, Brazoria, Chambers, Fort Bent, Galveston, Liberty, Montgomery and Waller counties, Texas. 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 Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or 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 for 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 TITLE INSURANCE COMMITMENT TO OUR COMPANY, WITHOUT REVIEWING, COPYING, OR OTHERWISE UTILIZING IN ANY WAY THE INFORMATION CONTAINED THEREIN.
Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

We (Old Republic National Title Insurance Company) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule 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.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date:  February 13, 2019, 8:00 am    GF No. 181295-CS

Commitment issued February 20, 2019,

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: $130,000.00
      PROPOSED INSURED: Stoneleaf Development Partners, LLC &/or it's assigns
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Binder Amount: PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount: PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:
   Larry Fate

   purchase contract says Karen

4. Legal description of land:
   SEE ATTACHED EXHIBIT "A"

   Countersigned
   Riverway Title Group, LLC

   [Signature]

   By: ________________________________
   Authorized Signatory
EXHIBIT "A"

All that certain lot, tract, or parcel of land situated in the T.O. Meux Survey Abstract 553, Henderson County, Texas, being a portion of a called 52.70 acre tract of land as described by deed to Hardy Mason et ux recorded in Volume 766, Page 275 of the Deed Records of Henderson County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows:

BEGINNING on the southeast corner of this tract on an iron rod also being the southeast corner of the above mentioned 52.70 acres located at a fence corner.

THENCE S 88° 32' 54" W 1023.80 feet and S 85° 52' 30" W 417.09 feet along a fence to a found iron pipe for the southwest corner of this tract and the above mentioned 52.70 acres.

THENCE N 00° 11' 19" W 541.18 feet to a set iron rod for the northwest corner of this tract;

THENCE N 73° 50' 42" E 1265.71 feet to a set iron rod at fence corner for the northeast corner of this tract located on the west line of Highway 274.

THENCE S 35° 05' 21" E 347.22 feet along said line to a found iron rod for an angle corner of this tract and being located on the east line of the said 52.70 acres;

THENCE S 02° 43' 02" E 553.92 feet to the place of beginning and containing 22.4975 acres of land.

Site plan is 15.96 acres - bps
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B

EXCEPTIONS FROM COVERAGE

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):
   
   **Schedule B, Item 1, intentionally deleted**

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

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

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

5. Standby fees, taxes and assessments by any taxing authority for the year **2019**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

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

   a. Terms, conditions and stipulations of any and all unrecorded Lease Agreements, amendments and supplements thereto, existing with the tenants in possession, whether written or oral.

   b. 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.

   c. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.

   d. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.

   e. Any visible and apparent easements or roadways on, over or across the subject property, the existence of which does not appear of record, including but not limited to any public utility easements above or below the surface of the herein described property, possessed by any private or public companies or municipalities.

   f. Right of Way Deed granted to the State of Texas as set forth in the instrument recorded in Volume 313, Page 581, of the Deed Records of Henderson County, Texas.

   g. Right of Way Easement granted to Magnolia Pipe Line Company as set forth in the instrument recorded in Volume 318, Page 538, of the Deed Records of Henderson County, Texas.

   h. Right of Way Easement granted to Humble Pipe Line Company as set forth in the instrument recorded in Volume 381, Page 93, of the Deed Records of Henderson County, Texas.

   i. Terms, conditions and provisions of a Memorandum of Lease as set forth in the instrument recorded under Clerk's File No. 2018-00012438, of the Official Public Records of Henderson County, Texas.

   j. A mineral and/or royalty interest in all of the oil, gas and other minerals in and under the subject property, as set forth in instrument recorded in Volume 539, Page 303, of the Deed Records of Henderson County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid instrument.

   k. A mineral and/or royalty interest in all of the oil, gas and other minerals in and under the subject property, as set forth in instrument recorded in Volume 2755, Page 462, of the Official Public Records of Henderson County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid instrument.

   l. Rights of Parties in possession. (Owner Title Policy Only)
m. Pending Disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in or objections to, the title up to the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provisions of this policy.

n. The land described in Schedule A of this policy extends only to real property and shall not include any manufactured home or house trailer. Any manufactured home or house trailer on the land is excluded from this policy of title insurance.

o. 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 not 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 Harris County, Texas, prior to the date hereof.

p. 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 as improvements as 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.
COMMITMENT FOR TITLE INSURANCE   T-7

ISSUED BY

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:
   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   b. all standby fees, taxes, assessments and charges against the property have been paid,
   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

5. Vendor's Lien retained in Deed dated April 24, 2007, and filed of record on April 24, 2007, recorded in Volume 2755, Page 462, of the Official Public Records of Henderson County, Texas, executed by Doby Mason, s/p/a Dorman Mason and Kathleen Faye Mason to Larry Fate, securing the payment of one note of even date therewith in the amount of $60,000.00 (Sixty Thousand and 00/100), payable to Doby Mason and being additionally secured by Deed of Trust of even date therewith, and filed of record on April 24, 2007, to Damon Douglas, Trustee, recorded in Volume 2755, Page 467, of the Official Public Records of Henderson County, Texas.

6. Record title appears as shown in Schedule A. Order indicates title being offered by Karen Fate. If title is to be offered other than by record owner, we must determine what has happened to the interest of Larry Fate and require that said interest be accounted for by appropriate action and instruments placed of record in Henderson County, Texas.

7. The Company requires evidence of the marital history and status of Larry Fate. If said person is married, the Company requires the joinder of the spouse or an affidavit from the spouse disclaiming the land.
8. Require standard Affidavit of Debts and Liens be executed by seller at or before closing. If any additional debts or liens are listed that may attach to the subject property other than the aforementioned deed of trust, contact the Examination Department immediately for further instruction prior to proceeding with closing.

9. The purchasers in this transaction have been checked for Abstracts of Judgment and/or Federal Liens, or other Involuntary Liens. In the event said purchasers should undertake to convey, mortgage, or otherwise hypothecate said interest being acquired by them, this file is to be returned to the examination staff for further opinion prior to closing the new transaction.

10. 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, vesting deed

Grantor: Doby Mason, s/p/a Dorman Mason and Kathleen Faye Mason
Grantee: Larry Fate
Recording Date: April 24, 2007
Recording No: Volume 2755, Page 462
COMMITMENT FOR TITLE INSURANCE   T-7

SCHEDULE D

GF No. 181295-CS  Effective Date: February 13, 2019, 8:00 am

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the Writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are Officers and/or Directors of Fidelity National Title Insurance Company, a Florida corporation

<table>
<thead>
<tr>
<th>Officers:</th>
<th>Directors:</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Raymond Randall Quirk</td>
</tr>
<tr>
<td>Executive Vice President</td>
<td>Anthony John Park</td>
</tr>
<tr>
<td>Secretary</td>
<td>Michael Louis Gravelle</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Daniel Kennedy Murphy</td>
</tr>
</tbody>
</table>

Fidelity National Financial, Inc. owns 100% of FNTG Holdings, Inc., which owns 100% of Fidelity National Title Group, Inc., which owns 100% of Fidelity National Title Insurance Company.

2. AGENT: RIVERWAY TITLE GROUP, LLC. dba Riverway Title

As to Riverway Title Group, LLC dba Riverway Title (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: John D. Hammond and Jesse R. Klingensmith.

B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows: N/A

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

John D. Hammond, President and CEO; and Jesse R. Klingensmith, Executive Vice-President.

C-1. 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.
3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium is:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$1,041.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$0.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,041.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>$475.00</td>
<td>Integrity Title Company</td>
<td>Title Evidence</td>
</tr>
</tbody>
</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."
<table>
<thead>
<tr>
<th><strong>Title insurance insures you against loss resulting from certain risks to your title.</strong></th>
<th><strong>El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-678-1700 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

- Request amendment of the “area and boundary” exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the “area and boundary” exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____________________________ DATE _____________________________
Right-of-Way Deed

STATE OF TEXAS
COUNTY OF HARDIN

KNOW ALL MEN BY THESE PRESENTS:

THAT J.F. Thornton of the County of ~, State of Texas, for and in consideration of the sum of ~ DOLLARS, to ~, in hand paid by the State of Texas, acting by and through the Texas Highway Commission, receipt of which is hereby acknowledged, here this day sold, and by these presents granted, bargained, sold and conveyed unto the State of Texas, all that certain tract or parcel of land, situate in the County of Hardin, State of Texas, and being a part of Thomas Ellis Survey, being a part of 12.7 acres, same being part of 100 1/20 acres, surveyed by J.F. Thornton by deed dated the 19th day of November 1907, and recorded in Volume 59, Page 516 of Deed Records of Hardin County, Texas, said tract or parcel of land herein conveyed, being subject to:

INFRINGEMENT NOTE: If no liens, taxes or assessments exists, insert the word "None." Otherwise, list all liens, taxes or assessments exists, in italics.

Being a strip of land along and adjacent to the center line of State Highway No. 874 between Ford and Beaumont County line as located and staked by the Texas Highway Department, from Engineer's Station 66+91 to Engineer's Station 97+00 as shown on right-of-way map recorded on page 103 of Vol 1 of the Plat records of Hardin County, Texas, and filed at the District Office of the Highway Department, Tyler, Texas, and the main office of the Texas Highway Department, Austin, Texas. The center line of the highway when completed will be the reference line of right of way. Said strip of land contains 2.50 acres, more or less.

The grantor, hereby grants that above description includes adjacent and complete compensation for the privilege of constructing and maintaining a channel 50 ft. wide and 100 feet long downstream from survey at site 66+90 as indicated on R.O.W. map referred to in the above paragraph. Length of channel described above is from the right-of-way line.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereof in anywise belonging, unto the said State of Texas and its assigns, heirs and successors for ever, subject to the following restrictions and provisions;
The grantor(s) reserve(s) all of the oil, gas and sulphur in and under said land, but waive(s) all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the rights of the State to use said land and other minerals and materials therein, thereon or thereunder for said purposes, it being specifically understood that the State and the assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas.

And if the said J.F. Thornton do hereby bind myself, my heirs, assigns, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and to the said assigns against every person whomsoever lawfully claiming up to claim the same or any part thereof.

And it is further agreed that — in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises.

Witness my hand, this the 26th day of February, A.D. 1947.

J.F. Thornton

COUNTY OF VAN

Before me, Jeff Still, a notary Public in and for said County and State, on this day personally appeared J.F. Thornton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 26th day of February 1947.

Jeff Still Notary Public in and for Henderson County, Texas.

Filed for record Apr 15 A D 1947 at 10 o'clock A M and recorded Apr 17 A D 1947.

J.F. Thornton

Loma Humes, County Clerk,
Henderson County, Texas.

THE STATE OF TEXAS

Know all men by these presents:

That Floo A. Shaddy and William L. Shaddy of the County of Henderson, State of Texas, for and in consideration of the sum of —— Dollars, to —— in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situated in the County of Henderson, State of Texas, being a part of Thomas Hunt Survey, conveyed by Walter Johnson et al to W.L. Shaddy, Described by (20 acres [160 acres at 0.75 ac] of 0.7 ac) by deed dated the 15th October 1940 and 14th day of May 1947, and recorded in Volume 100 page 606, Volume 241 page 116 of Deed Records of Henderson County, Texas; said tract or parcel of land herein conveyed, being subject to:

(IMPORTANT NOTE: If no liens, leases or easements exist, insert the word "None.")

Lease Held by Hone, easement(s) held by Hone, lease(s) held by Humble Oil Refining Company, not being more particularly described as follows, to wit:
Said this 16 day of July, A.D. 1947.

Filed for record July 17, A.D. 1947 at 6:00 o’clock A.M. Recorded July 20, 1947.

G.C. Harris
T.P.O.W.
Magnolia Pipe Line Co.

TO HAVE AND TO HOLD unto said Magnolia Pipe Line Company, its successors and assigns, for the purpose aforesaid. The said Grantor shall have the right fully to use and enjoy the said premises except for the purpose hereinafter granted to said Magnolia Pipe Line Company, its successors and assigns, which hereby agrees to pay any damages which may arise to crops, timber, or fences from the use of said premises for such purposes; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons one thereof to be appointed by the said Grantees, their heirs or assigns; one by Magnolia Pipe Line Company, its successors and assigns; and the third by the two so appointed as aforesaid, and the written award of such three persons, shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, fifty cents per rod shall be paid for each additional line so laid, besides the damage above provided for. It is further agreed that said pipe shall be buried to a sufficient depth so as not to interfere with cultivation of soil.

The rights of way, easements and privileges herein granted are each divisible and are each assignable or transferable, in whole or in part.

It is hereby understood that party securing this grant in behalf of the Grantors is without authority to make any covenant or agreement not herein expressed.

In witness whereof, this 16th day of July, 1947.

Signed and delivered in the presence of the undersigned witnesses:

Jess Satter

I.O. Thornton
Nannie Hay Thornton
THE STATE OF TEXAS

COUNTY OF HENDERSON

BEFORE ME, Brownie Henry, Notary Public of the County of
Henderson in the State of Texas, on this day personally appeared J.P.Thornton and Nannie May
Thornton, his wife, both known to me (or proved to me on the oath of --) to be the persons
whose names are subscribed to the foregoing instrument, and acknowledged to me that they
assumed the same for the purposes and consideration therein expressed. And the said Nannie
May Thornton wife of the said J.P.Thornton having been examined by me privately and apart
from her husband, and having the same fully explained to her, also, she said Nannie May Thom-
son acknowledged such instrument to be her act and deed, and declared that she had willingly
signed the same for purposes and consideration therein expressed, and that she did not wish
to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of July, A.D. 1947.

Brownie Henry
Notary Public, Henderson County, Texas.

Filed for record July 17, A.D. 1947 at 6:00 o'clock A.M. Recorded July 20, 1947.

J.P.Thornton, et al

Louis Houmeet, County Clerk,

Henderson County, Texas.

Magnolia Pipe Line Co.

THE STATE OF TEXAS

COUNTY OF HENDERSON

That for and in consideration of $476.00, and 50/100 DOLLARS, to be paid, the
receipt of which is hereby acknowledged, we, J.P. Thornton and wife, Nannie May Thornton,
do hereby grant and convey to MAGNOLIA PIPE LINE COMPANY, a corporation organized under
the laws of the State of Texas, with its principal office at Dallas, Texas, its successors and
assigns, the rights of way, easements and privileges to lay, repair, maintain, operate and
remove pipe lines and replace existing lines with other lines, for the transportation of oil
and gas, and the products thereof, water, or any other fluid or substance, and to erect, re-
pair, maintain, remove and operate electric lines, telegraph lines and telephone lines over,
across and through our lands situated in Henderson County, Texas, described as follows:

On the north by the lands of --

On the east by the lands of G.P. Jarkington

On the south by the lands of B.B. McRillam

On the west by the lands of Mrs. E.R. Shelton

Containing 106.6/3 acres in the survey and more fully described in deed from ---
recorded in Vol. --, Page --, Deed Records of Henderson County, Texas

with ingress and egress to and from the same.

TO HAVE AND TO HOLD onto said Magnolia Pipe Line Company, its successors and
assigns, for the purposes aforesaid. The said Grantor shall have the right fully to use
and enjoy the said premises except for the purposes hereinafter granted to said Magnolia
Pipe Line Company, its successors and assigns, which hereby agrees to pay any damages which
may arise to crops, timber, or fences from the use of said premises for such purposes; said
damages if not mutually agreed upon to be ascertained and determined by three disinterested
Filed for record the 15th day of Jan., 1952 at 8 o'clock A.M. Recorded Feb. 1, 1952.

G.W. WHITETOWN, ETUX

ADA HENDERSON, County Clerk,

HENDERSON COUNTY, TEXAS

HUMBLE PIPE LINE COMPANY, through its agents, B. Washington, Manager, Deputy.

For and in consideration of the sum of Fifty-three and 75/100 Dollars ($53.75) to the undersigned owners paid, the receipt of which is hereby acknowledged, the undersigned hereby grants, to HUMBLE PIPE LINE COMPANY, a Texas corporation, its successors and assigns, the right of way to lay, maintain, operate, replace, change and remove a pipe line for the transportation of oil, gas and water and their products or either of them, on, over and through the following described lands, situated in Henderson County, Texas, to-wit:

A 52.7 acre tract of land more or less that is one half (1/2) acre out of the Thomas O. News Survey & #20, Henderson County Texas and being the same land described in Deed dated November 20th, 1917, from A. Waller, Grantor, to J.P. Thorp, Grantee and recorded in Volume 47, page 216, Deed Records of Henderson County, Texas,

together with the right of ingress and egress for all purposes incidental to this grant.

The undersigned owners retain for themselves and their heirs or assigns, the right fully to use and enjoy said premises, except as it may be necessary to use and enjoy the premises for the purpose herein granted to HUMBLE PIPE LINE COMPANY, its successors and assigns.

HUMBLE PIPE LINE COMPANY hereby agrees to pay any damage to grass, timber, growing crops and improvements which may result from the acts or omissions in laying, maintaining, operating, replacing, changing or removing said pipe line; said damage, if any, if not actually agreed upon to be sustained and determined by three disinterested persons, one of whom shall be appointed by the owners of said lands, their heirs or assigns, one by HUMBLE PIPE LINE COMPANY, its successors and assigns, and the third by the two so appointed, as arbitrator, and the said award of the three persons shall be final and conclusive.

It is further understood and agreed that HUMBLE PIPE LINE COMPANY, its successors and assigns, may at any time lay an additional line or lines of pipe alongside of the line or lines herein mentioned, as herein provided, upon the payment of a consideration of Fifty-three and 75/100 Dollars ($53.75) for each additional line when laid and subject to the same rights and conditions.

It is further understood and agreed that HUMBLE PIPE LINE COMPANY shall have the right to assign, in whole or in part, its right, title and interest in and to the right of way herein granted.

HUMBLE PIPE LINE COMPANY further agrees to bury and maintain all pipe lines so as not to interfere with the cultivation of said land.

In Witness Whereof, witnesses our hands this the 15th day of December, 1952.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

R.H. Waller
THE STATE OF TEXAS
COUNTY OF EASTMAN

BEFORE ME, the undersigned authority, on this day personally appeared RUTH M. TAYLOR and wife ALMA B. TAYLOR, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, A.D. 1951.

JEFF SULL, Notary Public in and for Eastman County, Texas.

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared J.C. THOMAS, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of December, A.D. 1951.

JULIE BORGEN, Notary Public in and for Dallas County, Texas.

THE STATE OF TEXAS
COUNTY OF EASTMAN

BEFORE ME, the undersigned authority, on this day personally appeared J.A. THOMAS, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of December, A.D. 1951.

JEFF SULL, Notary Public in and for Eastman County, Texas.
OIL AND GAS LEASE

AGREEMENT. Made and entered into the 5th day of November, 1951, by and between MAX
JAPY of Dallas, Texas (1717 Republic Bank Bldg) hereinafter called lessee (whether one or more
and Humble Oil & Refining Co. hereinafter called lessor;

WITNESSETH: That the said lessor, for and in consideration of One Hundred Eighty-Three
$180,000 dollars, cash in hand paid, the receipt of which is hereby acknowledged, and of the
coovenants and agreements hereinafter contained in the part of lessee to be paid, kept and per-
formed, has granted, demised, leased and let, and by these presents does grant, lease and let
unto the said lessee for the sole and only purpose of exploring, drilling, mining, and operating
for oil and gas and of laying pipe lines and of building tanks, power plants and equipment
necessary thereto to produce, save and take care of said products, all that certain tract of land
situated in the county of Henderson, State of Texas, described as follows, to wit:

All of my undivided interest in and to 1173 acres of land, more or less, said 1173 acres consisting of 160 acres, more or less, out of the H.W. Matthews Survey, Abstract No. 105, and 1013 acres, more or less, out of the R.B. Thompson Survey, Abstract No. 794, and being the same
land described in Warranty Deed from the Federal Land Bank of Houston to R.B. Smith, dated
May 05, 1932, and recorded in Volume 177, page 287, Deed Records of Henderson County, Texas, to
which record reference is here made for all purposes.

For the purpose of determining the amount of any money payment hereunder, said land
shall be considered to comprise 1173 acres, even though it actually comprises more or less,
but it is lessee's intention to lease, and he does lease hereby, in addition to the land above
described, all of the land and interests in land owned by lessor adjoining the above described
land and the same forming a single tract, whether owned or claimed by himself, deed, gift,
erection, or otherwise, and lessor expressly agrees to deliver to lessee any supplemental in-
strument deemed necessary or required by lessee, for more complete or accurate description of
the land and interests thus intended to be leased.
STATE OF TEXAS

COPAPY OF ACKNOWLEDGMENTS

BEFORE ME, the undersigned authority, on this day personally
appeared: "Claudia Henry, a widow"

(Seal) (Seal)

I hereby certify that the person whose name is set forth in the foregoing
instrument and acknowledged to me that she executed the same for the purposes
and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day
OF JUNE 1983.

[Signature]

Notary Public in and for the County of Henderson, Texas

Filed for record in the

Recorded: June 17, 1983

By: A. C. Mason

ANNA BRYANT, County Clerk,
Henderson County, Texas

The State of Texas

Know All Men by These Presents:

That we, B. A. THORNTON and wife, ILA MAE THORNTON of Kaufman County, Texas; MARY A. HARPER and husband, H. W. HARPER of Kaufman County, Texas; J. A. THORNTON and wife, EMMY THORNTON of Dallas County, Texas; J. C. THORNTON and wife, BERTHICE THORNTON of Dallas County, Texas; A. O. THORNTON and wife, STELLA THORNTON of Dallas County, Texas; and A. D. THORNTON and wife, CARRIE THORNTON of the County of Kaufman, State of Texas, for and in consideration of the sum of

Seven Thousand, Nine Hundred Five & No/100 ($7,905.00) DOLLARS

to us is paid by

R. C. Mason

as follows:

$7,905.00 cash in hand paid, the receipt of which is hereby acknowledged and

subject to the hereinafter mineral reservation

and conveyed, sold, and conveyed, and by these presents do Grant, Sell and Convey unto the

R. C. Mason,

of the County of Henderson, State of Texas, all that certain

tract or parcel of land situated in Henderson County, Texas, a part of the

THOMAS O. KEITH SURVEY, No. 11, which survey is on North of the George McDonald Survey, No. 8, and East of the J. Briggs Survey, and said tract is more particularly described as follows:

BEGGING AT a stake on the East Boundary Line of the said West Survey, 503

feet; thence North 400 feet for corners; 100 feet, R.D. § 334 W 4-9-5/10

feet; thence East 964 feet to the place of Beginning, and containing 102-1/2 acres of

land.

LESS AND EXCEPT, however, the East 50 acres of said 102-1/2 acres sold by

J. A. Thornton and wife, on December 8th, 1950, recorded in Volume 100, page 267,
said Real Records, and

BEGIN SW 1/4 west of the North east corner of said survey;

THENCE SOUTH 600 feet;

THENCE WEST 600 feet;

THENCE EAST 600 feet to Beginning, and containing 50 acres of said land, sold

to Merle Mason.

Leaving herein conveyed 52.7 acres of land.

D/R Vol. 539
This deed is made subject to the following:

(1) Easement from Nannie May Thornton and others to Humble Pipe Line Company recorded in Volume 381, page 93 of the Deed Records.


(3) EIGHT CF-1H-567 DEED from J.P. Thornton to The State of Texas for Highway purposes, recorded in Volume 313, page 381 of the Deed Records.

IT IS UNDERSTOOD AND AGREED that there is excepted herefrom and not herein conveyed, but is retained and reserved unto the Grantor herein, their heirs and assigns an undivided one-half (1/2) interest in all oil, gas and all other minerals in and under the tract or parcel of land herein conveyed for a term of twenty (20) years from date hereof, and at the time thereafter, as oil, gas or other minerals are being produced in commercial quantities, together with the right of ingress and egress at all times during said 20 years for the purpose of exploring for, producing, saving and marketing of said minerals. If there be no production of oil, gas or other minerals in commercial quantities at the expiration of 20 years from this date, said interest herein reserved shall revert to and vest in Grantor herein, his heirs and assigns.

SUBJECT TO the hereinabove mineral reservation.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in and about belonging unto the said

R.C. MASON, his

heirs and assigns forever and we do hereby bind ourselves, our heirs, successors and assigns, to warrant and forever defend, all and singular the said premises unto the said R.C. MASON, his

heirs and assigns, against every person or persons whatsoever lawfully claiming, or who shall claim the same, or any part thereof.

WITNESSES our hands at our respective places of abode,


\[Signatures\]

THE STATE OF TEXAS
COUNTY OF RUSSELL

THE foregoing instrument, a Deed Fully and Completely, was executed before me, the undersigned, a Notary Public in and for said County and State, and I, the undersigned, have thereunto subscribed my name as Notary Public, and have thereunto administered the Oath of Office, and do hereby certify that the party or parties appearing in said instrument as Grantor or Grantors are the true parties in fact and that the instrument is a full and true copy of the instrument executed in the presence of me, and that I am a Notary Public in and for said County and State.

\[Signature of Notary Public\]

COUNTY AND STATE OF TEXAS

D/R Vol. 539
OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS)
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

J. A. THORNTON
and

EMILY THORNTON

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each received the sum for the purposes and considerations therein expressed, and that the said

EMILY THORNTON

wife of the said J. A. THORNTON

having been fully instructed as to the nature and extent of the instrument, and having the same fully explained to her, she, the said

EMILY THORNTON

acknowledged and subscribed her name to the same for the purposes and consideration therein expressed, and that she did not

GIVE UNDER MY HAND AND SEAL OF OFFICE on the 17th day of June, 1901, at 10 O'CLOCK A.M.

This instrument was executed for the purpose and consideration therein expressed, and that the same was not induced to be her act and deed, and she did not

J. A. THORNTON

Judge of the State District Court

County of Dallas

Filed for record June 17, 1901
Recorded July 22, 1901

ARNA DEERING, County Clerk,
Henderson County, Texas.

OIL, GAS AND MINERAL LEASE

The undersigned, in consideration of Ten Dollars and other considerations,

WILLIAM E. CORNELIUS and wife, Mrs. Iris Cornelius, also Mrs. Alice Corbin, a widow,

surviving wife of W. L. Cornelius, deceased; Mrs. Allie Cornelius, a widow,

surviving wife of L. M. Cornelius, deceased; Mrs. E. M. Cornelius and wife,

Mrs. Bessie Cornelius; J. E. Cornelius and wife, Mrs. J. E. Cornelius; deceased;

Mrs. N. O. Cornelius and wife, Mrs. N. O. Cornelius; deceased;

E. J. Cornelius and wife, Mrs. Emily Cornelius; deceased;

E. J. Cornelius and wife, Mrs. Sarah Cornelius; deceased; and

Arkansas Louisiana Gas Company,

as lessees, by and through their attorneys, for the sum of $30,000.00, to have and hold the following described real estate and mineral rights

In the Southwest corner of the S W quarter of the SW 1/4 of said SW quarter, being a tract of land containing 200 acres, more or less, being described as follows:

BEGINNED at the S E corner of the S W quarter of said tract, thence North 106° 58' W to N S corner a S J 10 in dtr W 37 and E 178 yrs another S J 32 in dtr W 37, R 116 yrs

thence W 106° 58' to a stake with a S J 10 in dtr W 37, R 116 yrs

thence S 106° 58' to the S W corner a history 10 in dtr W 37, R 116 yrs

thence E 106° 58' to the place of beginning, containing 200 acres.

D/R Vol. 539
WARRANTY DEED
(With Vendor's Lien)

Date: April 24, 2007

Grantors: DOBY MASON, s/p/a Dorman Mason
AND KATHLEEN FAYE MASON

Grantors' Mailing Address (including county):

1914 Emma Drive
Tool, Henderson County, Texas 75143

Grantee: LARRY FATE

Grantee's Mailing Address (including county):

2301 North Wind Drive
Tool, Henderson County, Texas 75143

Terms:

Ten and No/100 ($10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution of one certain promissory note, dated even date herewith, in the principal sum of SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS, executed by LARRY FATE, payable to DOBY MASON, or order, as therein specified. Said note bears interest as therein provided and contains the usual provisions as to accelerated maturity and attorney's fees in the event of default.
On sale or transfer of (i) all or any part of the Property or any interest therein, or (ii) beneficial interest in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity), lender may, at lender's option, declare all of the sums secured by this instrument to be immediately due and payable, and lender may invoke any remedies permitted by all terms, covenants and conditions of this instrument. This option shall not apply in cases of sales or transfers when the transferee's creditworthiness and management ability are satisfactory to lender and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as lender may require, including, if required by lender, an increase in the rate of interest payable under the note.

Grantors hereby grant, bargain, sell and convey and by these presents do grant, bargain, sell and convey, unto the said LARRY FATE, of the County of Henderson, State of Texas, as his sole and separate property, subject to the following exceptions, all that certain lot, tract or parcel of land described, to-wit:

Property:

All that certain lot, tract, or parcel of land situated in the T.O. Meux Survey Abstract 553, Henderson County, Texas, being a portion of a called 52.70 acre tract of land as described by deed to Hardy Mason et ux recorded in Volume 766, Page 275 of the Deed Records of Henderson County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows:

BEGINNING on the southeast corner of this tract on an iron rod also being the southeast corner of the above mentioned 52.70 acres located at a fence corner.

THENCE S 88° 32' 54" W 1023.80 feet and S 85° 52' 30" W 417.09 feet along a fence to a found
iron pipe for the southwest corner of this tract and the above mentioned 52.70 acres.

THENCE N 00° 11' 19" W 541.18 feet to a set iron rod for the northwest corner of this tract;

THENCE N 73° 50' 42" E 1265.71 feet to a set iron rod at fence corner for the northeast corner of this tract located on the west line of Highway 274.

THENCE S 35° 05' 21" E 347.22 feet along said line to a found iron rod for an angle corner of this tract and being located on the east line of the said 52.70 acres;

THENCE S 02° 43' 02" E 553.92 feet to the place of beginning and containing 22.4975 acres of land.

Grantors reserve unto themselves, their heirs and assigns forever, one-half (1/2) of all the oil, gas and associated minerals owned by them which are liquid hydrocarbons in and under and that may be saved and produced from the above-described land, together with the right of ingress to and egress from said land for the purpose of mining, drilling for and producing said minerals.

Exceptions:

This conveyance is subject to:

1. any and all reservations, conveyances or leases by Grantors and/or their predecessors in title of any part or portion of the oil, gas and associated mineral estate in and under and that may be saved and produced from the above described tract of land;

2. any and all easements, rights-of-way and restrictive covenants which appear of record in the Office of the County Clerk of Henderson County, Texas;

3. any part or portion lying within the boundary of a public or private road;

4. Standby fees, taxes and assessments by any taxing authority for the year 2007 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year;


TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said LARRY FATE, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said LARRY FATE, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained hereby in favor of DOBY MASON against the above-described property, premises and improvements, until the above note, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Current ad valorem taxes on the above-described Property having been prorated, the payment thereof is assumed by Grantee.
The Contract of Sale entered into between Grantors and Grantee dated 3/29/07 regarding the subject real property shall, in all respects, survive the closing hereof.

EXECUTED this the 24th day of April, 2007.

Doby Mason

Kathleen Faye Mason

THE STATE OF TEXAS
COUNTY OF HENDERSON

This instrument was acknowledged before me on the 24th day of April, 2007 by Doby Mason and Kathleen Faye Mason.

JENNIFER HENDRY
Notary Public, State of Texas

Notice: This instrument was prepared solely based upon information and instructions given to the attorney by the clients. No title opinion or other evidence of title was furnished to the attorney in connection with the preparation of this document, and the preparer of the document is expressing no opinion as to the status of the record title to said land.
Henderson County
Mary Margaret Wright
County Clerk
Athens, TX 75751

Instrument Number: 2018-00012438

Recorded On: 08/31/2018 01:09 PM   Recordings - Land

Parties: FATE KAREN
To: SCHOBER OUTDOOR ADVERTISING LLC

Number of Pages: 4 Pages

Comment:

(Parties listed above are for Clerks reference only)

**Examined and Charged as Follows:**

Total Recording: 34.00

File Information:
Document Number: 2018-00012438
Receipt Number: 2018-14652
Recorded Date/Time: 08/31/2018 01:09 PM

Recorded By: Janice Hankins

*******DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded
in the Official Records of Henderson County, Texas

[Signature]
County Clerk
Henderson County, Texas

Record and Return To:
SCHOBER OUTDOOR ADVERTISING LLC
3921 SAGAMORE HILL CT
PLANO, TX 75025
THIS MEMORANDUM OF LEASE is dated this 31st day of August, 2018, by and between Karen Fate ("Lessor") and Schober Outdoor Advertising, LLC, a Texas Limited Liability Company ("Lessee").

This Memorandum of Lease summarizes certain terms and conditions of the Schober Outdoor Advertising Sign Location Agreement between Lessor and Lessee, dated June 9th, 2018, as it may be amended from time to time hereafter (the "Lease"). This is not intended to be a complete summary of the Lease, but rather a notice to third parties of certain substantive provisions contained within the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

1. Description of Premises. The Leased Premises consists of
   Less than one acre of land,
   to include outdoor advertising sign(s)
   licensed by the state of Texas. The Leased Premises are
   depicted in the attached Exhibit A, and on and within that parcel
   of land legally described as follows:
   Acres 22.497, Lot TR 26 F, AB 553 TO MEUX SUR TR 26 F

2. Term of Lease. The Lease shall be effective for a term of 98 years commencing on
   August 31st, 2018, and the term will automatically be extended for like successive periods.

3. The Lease contains various provisions and covenants relating to protection of the advertising sign’s
   visibility and Lessee’s access to and from the sign.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year
written above.

Karen Fate (Lessor)

Adam Schober, Authorized Member
Schober Outdoor Advertising, LLC (Lessee)
STATE OF TEXAS

COUNTY OF HENDERSON

Personally came before me this 31st day of August, the above named Karen Fate, to me known to be the Lessor, who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained on behalf of said Lessor.

Abigail Owens
Notary Public, HENDERSON County, Texas
My Commission expires: June 21, 2020

STATE OF TEXAS

COUNTY OF HENDERSON

Personally came before me this 31st day of August, the above named Adam Schober, to me known to be an authorized Member of Schober Outdoor Advertising, LLC, who executed the foregoing instrument and acknowledged that he executed the same for the purposes therein contained on behalf of said Limited Liability Company.

Abigail Owens
Notary Public, HENDERSON County, Texas
My Commission expires: June 21, 2020
<table>
<thead>
<tr>
<th>Tab 13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Site Information Form</td>
</tr>
<tr>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
# Multiple Site Information Form

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

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

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

**Street Address**

<table>
<thead>
<tr>
<th>Contact Name for Seller</th>
<th>Name of Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Contact Name for Previous Seller</th>
<th>Name of Previous Seller Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Seller Address**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship: ____________________________

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Address</th>
<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

If a revised form is submitted, date of submission: ____________________________
Tab 14

Elected Officials
Elected Officials

X Elected officials were identified in the Pre-Application, and there have been no changes.
(If box above is checked, the rest of the form may be left BLANK.)

Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below.

No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

** US Representative

** 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.

State Senator

Support Letter

City Mayor

School Superintendent

Presiding officer of Board of Trustees

State Representative

Support Letter

County Judge

District Name

Email

Address

City

Zip

Email or Phone
| Neighborhood Organizations |  |  |  |
Organizations **were identified in the Pre-Application**, and there have been no changes. (If above is checked, the rest of the form may be left **BLANK**)

Organizations have **changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.

**No Pre-Application was submitted.**

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.

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

1. [Table Entry]

2. [Table Entry]

3. [Table Entry]

4. [Table Entry]

5. [Table Entry]
Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

Pursuant to 10 TAC §11.203 of the Qualified Allocation Plan, evidence of notifications includes this sworn affidavit, and the Elected Officials and Neighborhood Organizations Forms. All Applicants must complete Parts 1 through 4 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 TAC §11.203, 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):

I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

Notifications made at Application:

- No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.
- One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.
- As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

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 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.
- While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature]

Signature of Applicant/Development Owner

Ben Dempsey

Printed Name

Texas

Notary Public, State of

August 8, 2021

My Commission expires

Henderson

County of

2/19/2019

Date

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 14th day of February, 2019

[Notary Public Signature]

[Seal]

LAUREN LONG
Notary Public, State of Texas
Comm. Expires 08-08-2021
Notary ID 129517405

2/15/2019
Tab 17

Development Narrative
Development Narrative

1. The proposed Development is: (Check all that apply)

- [ ] New Construction
- [ ] Adaptive Reuse

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

and/or:

[ ] Federal

NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(47) to ensure compliance.

Previous TDHCA # ____________________________

If Acquisition/Rehab or Rehab, original construction year: ____________________________

If Reconstruction, Units Demolished ____________________________ Units Reconstructed ____________________________

2. The Target Population will be:

- [X] Elderly

NOTE: Definition of "Elderly Development" has changed. Review 10 TAC §11.1(d)(47) to ensure compliance.

If Elderly is selected (10 TAC §11.1(d)(47)):

[X] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.

NA Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

Selection is based on funding from (select from list):

- [ ] Federal

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

If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

3. Staff Determinations regarding definitions of development activity obtained?

NA

[ ] If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

[X] The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.

[X] The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

[ ] The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").

[ ] Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.

[X] Development does not violate the Department's Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

SilverLeaf at Tool is to be a 72 unit elderly limitation development located on approximately 15 +/- acres in Tool, TX. It will be a new construction development and will include 1 and 2 bedroom apartment homes in 4-plex and 8 plex single story buildings. The apartment homes will serve tenants making 30%, 50% and 60% or less of Area Median Income. As well as a few will be offered to tenants whose income exceeds 60% Area Median Income as market rate apartment homes. Five percent of our apartment homes will serve tenant populations with special housing needs. The development's location is approximately 2001 N. Tool Drive and is anticipated to start construction at closing, approximately January 15, 2020, and be completed within 12 months of start. The City Commission of Tool unanimously passed a resolution supporting SilverLeaf at Tool, LP. A preliminary market study yielded a considerable need for affordable housing for seniors in the Tool area.
5. **Funding Request:**

Complete the table below to describe this Application's funding request. If applying for Multifamily Direct Loan funds, please select only one type of loan.

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$990,214</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>USDA</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>CHDO</td>
</tr>
<tr>
<td>USDA</td>
<td>SH/SR</td>
</tr>
<tr>
<td>CHDO</td>
<td>Preservation</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:  

and TDHCA funding source:  

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

If yes, source:  

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

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

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for 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.

- Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission:  

2/27/2019
Tab 18

Development Activities
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   A. **Unit Sizes**

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

      | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
      |--------------|---|---|---|---|---|
      | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |

      **OR:**

      - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   B. **Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**

      - Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).

      - Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

      **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6, see Tab 19 for Tenant Services scoring elections)**

   - Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).

   - Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]**

   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).

   All Units access by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).

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

   Regardless of building type, **ALL** units access by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).
Tab 19

Development Activities (Continued)
1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:
  - **Points claimed:** 6
  - **Bedroom Size** | 0 | 1 | 2 | 3 | 4
    - **Square Footage** | 550 | 650 | 850 | 1,050 | 1,250

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).*

  * Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 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.

- **Points claimed:** 9

2. **Rent Levels of Residents and Tiebreaker (Direct Loan Applications only) [10 TAC §13.6(5)]**

- At least 70 percent of all low-income Units at 30% or less of AMGI*
  - **Direct Loan Points:** 0
- At least 60 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or
  - **Direct Loan Points:** 0
- At least 5 percent of all low-income Units at 30% or less of AMGI*
  - **Direct Loan Points:** 0

- In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

  * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will not appear on the Self Score tab.

3. **Income Levels of Residents (Competitive HTC Applications only) [10 TAC §11.9(c)(1)]**

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
  - **Points claimed:** 16

| Total Number of Units at 50% or less of AMGI | 18 |
| Number of 30% Units used to score points under §11.9(c)(2)* | 0 |
| Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1) | 18 |
| Percentage used for calculation of eligible points under §11.9(c)(1) | 27.69% |

- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
  - **Points claimed:** 0

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

- Development proposed in all other areas.
  - **Points claimed:** 16

  **OR**

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and
  - **Points claimed:** 0

  - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
    - The Average Income for the proposed Development will be 54% or lower (16 points).
    - The Average Income for the proposed Development will be 55% or lower (14 points).
    - The Average Income for the proposed Development will be 56% or lower (12 points).

  **OR**

- Development proposed in all other areas.
  - **Points claimed:** 0

  - The Average Income for the proposed Development will be 55% or lower (16 points).
  - The Average Income for the proposed Development will be 56% or lower (14 points).
  - The Average Income for the proposed Development will be 57% or lower (12 points).

**Application is seeking points for Income Levels of Residents.**

**Points Claimed:** 16
4. **Rent Levels of Residents (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. **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 **0**
   - [X] 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 **11**
   - [ ] At least 5% of all low-income Units at 30% or less of AMGI **0**

   **Application is seeking points for Rent Levels of Residents. Points Claimed: 11**

5. **Resident Services (Competitive HTC Applications and Direct Loan Applications) [§11.9(c)(3) and §13.6(6)]**

   Development will provide a combination of supportive services as identified in §11.101(b)(7) and those services will be recorded in the Development's LURA.

   - [ ] Supportive Housing Development proposed by a Qualified Nonprofit **0**
   - [X] All other Developments. **9**
   - [X] The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. **1**

   **Application is seeking points for Income level of Tenants. Points Claimed: 10**

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

   A HTC and MFDL Applicants pursuing these points must try to score first under item B below by committing an Existing Development, and then under item C below by committing the proposed Development. Only if an HTC Applicant or Affiliate cannot meet the requirements of subparagraphs (B) or (C) may an HTC Application qualify for points under subparagraph (D). **MFDL Applications that are not layered with 2019 9% HTC cannot elect to score points under subparagraph (D).**

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

   - [ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. **0**
   - OR
   - [ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. **0**

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

   To establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B), the Application must include the information as described in clauses (i) – (iii) of that subparagraph in the Section 811 PRA Program Supplement Packet. The packet must be uploaded along with but separate from the Application.

   - [ ] 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
   - [ ] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. **0**
   - OR

   D [X] 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. 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 that are restricted for persons with disabilities.
- 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)*

---

### Application is seeking points for Tenant Populations.

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7</strong></td>
<td>Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
</tr>
<tr>
<td>X</td>
<td>Development is requesting Pre-Application Points.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>9</strong></th>
<th>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application requests points for Historic Preservation.</td>
<td></td>
</tr>
<tr>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td>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>
</tr>
<tr>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
</tr>
</tbody>
</table>

| **0** | Application is eligible for five (5) points. |

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

| **11** | Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)] |
| X | Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018. |
Tab 20

Acquisition and Rehabilitation Information

Not Applicable
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

   Qualification: Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2019 Qualified Allocation Plan.

**PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING APPROVED PROGRAMS (mark all that apply):

- Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1715l)
- Section 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

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

- The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2019). See §11.5(3)(E) and (F) of the 2019 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
- The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2019), AND the mortgage is eligible for prepayment or has been prepaid.

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

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

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

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

Occupied Rehabilitation Developments

Not Applicable
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

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

AND

- UPLOAD SEPARATELY FROM THE APPLICATION, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Optional, but only available to developments with no Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

NOTE: The Department’s Section 811 PRA program is designed such that HUD-determined URA generally does not apply.

- Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: [https://www.tdhca.state.tx.us/program-services/ura/relocation.htm](https://www.tdhca.state.tx.us/program-services/ura/relocation.htm)
  (if not, you may skip the remainder of this section)

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

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

Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

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

Signature of Applicant

Printed Name

Date

FORM CONTINUES
Tab 22

Architectural Drawing Must be Submitted Behind this Tab

- Site Plan
- Building Floor Plans
- Unit Floor Plans
- Elevations for each building type
Architectural Drawings Must be Submitted Behind this Tab [§11.204(b)(9)]
(If development is scattered site, consult staff.)

In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK

- **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 and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(l)).

- **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, balconies, porches and patios, and any other square footage not included in NRA; and
  - location of accessible units (unless included on Site Plan).

- **Common Building floor plans** should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and

  **For Supportive Housing only**, specification of space to be used for 75 sq ft/unit common space.

- **Unit floor plans** for each type of Unit:
  - must include the square footage of each type of Unit; and
  - must include floor plans for the accessible Units.

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

- **Photos of building elevations** for Rehab and Adaptive Reuse developments not altering the unit configuration.

2/26/2019
SILVERLEAF AT TOOL
TOOL, TEXAS
72 UNITS

SHEET INDEX
A0.0 COVER SHEET
A1.0 SITE PLAN
A2.0 A1 UNIT PLAN
A2.1 A1 ALT UNIT PLAN
A2.2 A1 HC UNIT PLAN
A2.3 B1 UNIT PLAN
A2.4 B1 HC UNIT PLAN
A3.0 BUILDING A FIRST FLOOR PLAN
A3.1 BUILDING A ELEVATIONS
A3.2 BUILDING B FIRST FLOOR PLAN
A3.3 BUILDING B ELEVATIONS
A4.0 CLUBHOUSE FLOOR PLAN
A4.1 CLUBHOUSE ELEVATIONS
A4.2 CLUBHOUSE ELEVATIONS

VICINITY MAP
UNIT AMENITIES
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF-CLEANING/CONTINUOUS CLEANING OVENS
- REFRIGERATOR W/ICE MAKER
- STORAGE ROOM OR CLOSET
- COVERED PATIOS OR BALCONY
- 14 SEER HVAC
- 30-YEAR ROOF
- GREATER THAN 30% MASONRY
- BREAKFAST BAR
- CEILING FANS IN ALL BEDROOMS

A1 ALT - ONE BEDROOM, ONE BATH 750 S.F.
SCALE 1/4" = 1' - 0"
PATIO 75 S.F.
STORAGE 18 S.F.
UNIT AMENITIES
- COVERED ENTRIES
- MICROWAVE OVENS
- SELF-CLEANING/CONTINUOUS CLEANING OVENS
- REFRIGERATOR W/ICE MAKER
- STORAGE ROOM OR CLOSET
- COVERED PATIOS OR BALCONY
- 14 SEER HVAC
- 30-YEAR ROOF
- GREATER THAN 30% MASONRY
- BREAKFAST BAR
- CEILING FANS IN ALL BEDROOMS

A1 HC - ONE BEDROOM, ONE BATH 750 S.F.

PATIO 75 S.F.
STORAGE 18 S.F.

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EMPLOYEE AND TENANT FLOOR AREA

CONDITIONED SPACE S.F.

EMPLOYEE ONLY S.F.
- Maintenance
- Closet
- Storage #2
- Total Employee Only S.F.

TENANT ACCESS S.F.
- Mail Room
- Foyer
- Community Room
- Men's RR
- Women's RR
- Kitchen
- Laundry
- Activity Center
- Leasing
- Hall
- Total Tenant Access S.F.

TOTAL CONDITIONED SPACE S.F.

UNCONDITIONED SPACE S.F.

Total Unconditioned Space S.F.

SILVERLEAF AT TOOL, TEXAS

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Tab 23

Specifications and Building/Unit Type Configuration
### Specifications and Building/Unit Type Configuration

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

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

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

#### Development will have:

- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

#### Number of Parking Spaces (consistent with Architectural Drawings):

- Free Paid
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

#### Floor Composition/Wall Height:

- % Carpet/Vinyl/Resilient Flooring
- % Ceramic Tile
- % Other
- Ceiling Height
- Upper Floor(s) Ceiling Height (Townhome Only)
- Describe:

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Baths</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>750</td>
<td>2 8</td>
<td>44</td>
<td>33,000</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1,000</td>
<td>2</td>
<td>22</td>
<td>28,000</td>
</tr>
</tbody>
</table>

| Totals    | 56         | 16               | -                           | 72              | 61,000                   |

#### Net Rentable Square Footage from Rent Schedule

61,000

**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)

**Note revised definition of "Common Area" at 10 TAC §11.1 (d)(22).**

5,400

61,000

If a revised form is submitted, date of submission: 2/28/2019
Tab 23a

Accessible Mobility Units Calculation


**Accessible Mobility Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types **AND** the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(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>72</td>
<td>5%</td>
<td>3.6</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (750)</td>
<td>44</td>
<td>5%</td>
<td>2.2</td>
<td>2.2</td>
<td>3</td>
</tr>
<tr>
<td>2/1 (1000)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>etc</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>72</td>
<td>3.6</td>
<td>3.6</td>
<td>4</td>
<td>4</td>
<td>4</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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1006)</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; 1106)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By:  
[Signature]

Date: 2/26/19

Printed Name: Mark Leon Jr.

Firm Name (If applicable): Cross Architects, PLLC

2/26/2019
<table>
<thead>
<tr>
<th>Tab 23b</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessible Hearing/Visual Units Calculation</td>
</tr>
</tbody>
</table>
# 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 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual 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 (750)</td>
<td>44</td>
<td>2%</td>
<td>0.88</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/1 (1000)</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>2%</td>
<td>1.44</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual 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></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

[Printed Name]

Firm Name (If applicable)

Date: 2/26/19
Tab 23c

Accessible Parking Calculation for Residential Units
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Available Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Dumpster #1</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Dumpster #2</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td>Dumpster #3</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 4
**Accessible Parking for Residential Units**

This portion of the worksheet was written for Developments having at least one parking space serving each dwelling unit, having surface parking spaces as the APSs that are not for dwelling units, and having only one parking lot, i.e., none of the parking spaces are physically segregated from the others by gates or by curbs or other barriers that require vehicles to exit the Development to travel between separate parking lots that serve it. The worksheet might, or might not be, useful for other cases.

**Enter the information indicated below.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>72</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>82</td>
</tr>
<tr>
<td>Total carports:</td>
<td>72</td>
</tr>
<tr>
<td>Total garages:</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>154</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>4</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>150</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>4</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>78</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td>10</td>
</tr>
</tbody>
</table>

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, carports, etc., including both amenity spaces and dwelling unit spaces.

**Distribution of APSs Among the Various Types of Parking**

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 10

Minimum number of carports that must be APSs: 2

Number of garages that must be APSs: 0

**APSs that Must Be Van Spaces**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Van APSs required, including all types of spaces:</strong></td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</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 parking space 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. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: Mark Leon Jr

Date: 2/26/2018

Cross Architects, PLLC.
Tab 24

Rent Schedule
## Rent Schedule

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

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".

### Rent Designations (select from Drop down menu)

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>2,250</td>
<td>335</td>
<td>89</td>
<td>246</td>
<td>738</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>7</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>5,250</td>
<td>559</td>
<td>89</td>
<td>470</td>
<td>3,290</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>10,500</td>
<td>671</td>
<td>89</td>
<td>582</td>
<td>8,148</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>12,000</td>
<td>671</td>
<td>79</td>
<td>592</td>
<td>9,472</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>750</td>
<td>3,000</td>
<td>671</td>
<td>671</td>
<td>671</td>
<td>2,684</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>1.0</td>
<td>1000</td>
<td>2,000</td>
<td>402</td>
<td>116</td>
<td>286</td>
<td>572</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>2</td>
<td>1.0</td>
<td>1000</td>
<td>6,000</td>
<td>671</td>
<td>116</td>
<td>555</td>
<td>3,330</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17</td>
<td>2</td>
<td>1.0</td>
<td>1000</td>
<td>17,000</td>
<td>805</td>
<td>116</td>
<td>689</td>
<td>11,713</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
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<td>3</td>
<td>2</td>
<td>1.0</td>
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<td>3,000</td>
<td>805</td>
<td>805</td>
<td>805</td>
<td>2,415</td>
</tr>
</tbody>
</table>

**Rent Limits**

<table>
<thead>
<tr>
<th>AMFI %</th>
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<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>$205</td>
<td>$225</td>
<td>$208</td>
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<tr>
<td>30</td>
<td>$313</td>
<td>$335</td>
<td>$402</td>
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<tr>
<td>40</td>
<td>$419</td>
<td>$447</td>
<td>$597</td>
</tr>
<tr>
<td>50</td>
<td>$512</td>
<td>$559</td>
<td>$671</td>
</tr>
<tr>
<td>60</td>
<td>$617</td>
<td>$671</td>
<td>$805</td>
</tr>
</tbody>
</table>

**TOTAL** 72 61,000 42,362

- Non Rental Income $5.44 per unit/month for: Laundry and Vending 392
- Non Rental Income $4.56 per unit/month for: NSF and Late Fee 328
- Total Non Rental Income $10.00 per unit/month 720

= POTENTIAL GROSS MONTHLY INCOME 43,082

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (3,231)
- Rental Concessions (enter as a negative number) Enter as a negative value

= EFFECTIVE GROSS MONTHLY INCOME 39,851

\*12 = EFFECTIVE GROSS ANNUAL INCOME 478,210

If a revised form is submitted, date of submission: 2/26/2019
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>TC20%</th>
<th>TC30%</th>
<th>TC40%</th>
<th>TC50%</th>
<th>TC60%</th>
<th>TC70%</th>
<th>TC80%</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.69%</td>
<td>18%</td>
<td>12%</td>
<td>20.00%</td>
<td>65%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7%</td>
<td>0</td>
<td>0</td>
<td>18%</td>
<td>65%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>5</td>
<td>5</td>
<td>13</td>
<td>47</td>
<td>13</td>
<td>13</td>
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<tr>
<td>MRB20%</td>
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<td>0</td>
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<tr>
<td>MRB30%</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>MRB40%</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB LI Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB MR Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>10%</td>
<td>10%</td>
<td>7</td>
<td>10%</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>HTC LI Total</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>65</td>
</tr>
<tr>
<td>HTC Total</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>65</td>
<td>65</td>
</tr>
</tbody>
</table>

#### National Housing Trust Fund

<table>
<thead>
<tr>
<th>HTF30%</th>
<th>HTF LI Total</th>
<th>MR</th>
<th>MR Total</th>
<th>HTF Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Housing Tax Credits

<table>
<thead>
<tr>
<th>EO</th>
<th>MR</th>
<th>MR Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Mortgage Revenue

<table>
<thead>
<tr>
<th>MRB820%</th>
<th>MRB830%</th>
<th>MRB840%</th>
<th>MRB850%</th>
<th>MRB860%</th>
<th>MRB870%</th>
<th>MRB880%</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Bond

<table>
<thead>
<tr>
<th>MRB LI Total</th>
<th>MRB MR Total</th>
<th>MRB Total</th>
<th>MR Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Direct Loan

<table>
<thead>
<tr>
<th>Direct Loan LI Total</th>
<th>Direct Loan MR Total</th>
<th>Direct Loan MR</th>
<th>Direct Loan MR Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Other

<table>
<thead>
<tr>
<th>Other</th>
<th>Total OT Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>

### Bed Sizes

<table>
<thead>
<tr>
<th>Bed Sizes</th>
<th>Cost Per Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$124.02</td>
</tr>
<tr>
<td>1</td>
<td>$124.02</td>
</tr>
<tr>
<td>2</td>
<td>$124.02</td>
</tr>
<tr>
<td>3</td>
<td>$76.42</td>
</tr>
<tr>
<td>4</td>
<td>$76.42</td>
</tr>
<tr>
<td>5</td>
<td>$76.42</td>
</tr>
</tbody>
</table>

ACQUISITION + HARD

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.

2/26/2019
Tab 25

Utility Allowances
**Utility Allowances** [§10.614]

Applicant must attach documentation to this form 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(k). 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></td>
<td>$32</td>
<td>$35</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$5</td>
<td>$8</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$25</td>
<td>$34</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$12</td>
<td>$20</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$15</td>
<td>$19</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td>$15</td>
<td>$17</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td>$14</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td>$8</td>
<td>$8</td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
</tbody>
</table>

Total Paid by Tenant $- $89.00 $116.00 $- $-

Other (Describe)

S+ unit buildings has utility of $79 and Single family detached buildings have $89, this is the reason for the difference in the utility allowance on the rent schedule.

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

2/28/2019
February 25, 2019

Robbye Meyer
Arx Advantage
Austin, Texas
robbye@arxadvantage.net

RE: 2019 HTC Application – proposed site located in Tool, Texas

Dear Ms. Meyer:

The Texas Department of Housing and Community Affairs has received a request submitted for proposed a 2019 Housing Tax Credit ("HTC"), located in Tool, to calculate the utility allowance using the HUD Utility Schedule Model in accordance with the 10TAC§10.614(k). This allowance is calculated based on the following representations:

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

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

Please see attached schedule dated February 25, 2019. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

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

Sincerely,

Cody Campbell
Senior Compliance Monitor
<table>
<thead>
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Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses
- Accounting: $8,500
- Advertising: $2,700
- Legal fees: $1,300
- Leased equipment: $240
- Postage & office supplies: $1,680
- Telephone: $3,600
- Software fees: $2,400
- Total General & Administrative Expenses: $20,420

### Management Fee:
- Percent of Effective Gross Income: 4.00% $19,150

### Payroll, Payroll Tax & Employee Benefits
- Management: $36,000
- Maintenance: $28,000
- Other Payroll tax and benefits: $14,700
- Total Payroll, Payroll Tax & Employee Benefits: $78,700

### Repairs & Maintenance
- Elevator
- Exterminating: $4,800
- Grounds: $18,000
- Make-ready: $9,000
- Repairs: $15,000
- Pool
- Other describe
- Total Repairs & Maintenance: $46,800

### Utilities (Enter Only Property Paid Expense)
- Electric: $9,600
- Natural gas
- Trash: $7,200
- Water/Sewer: $32,000
- Other describe
- Other describe
- Total Utilities: $48,800

### Property Taxes:
- Published Capitalization Rate: Source: $31,000
- Annual Property Taxes
- Payments in Lieu of Taxes
- Total Property Taxes: $31,000

### Reserve for Replacements:
- Annual reserves per unit: $250 $18,000

### Other Expenses
- Cable TV: $2,400
- Supportive Services (Staffing/Contracted Services)
- TDHCA Compliance fees ($40/HTC unit): $2,600
- TDHCA Direct Loan Compliance Fees ($34/MDL unit)
- TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)
- Bond Trustee Fees
- Security
- Other describe
- Total Other Expenses: $5,000

### TOTAL ANNUAL EXPENSES
- Expense per unit: $4061 $292,370
- Expense to Income Ratio: 61.14%

### NET OPERATING INCOME (before debt service)
- $185,840

### Annual Debt Service
- Bank of Oklahoma: $154,272
- TDHCA Bond-Issuer Admin Fee (0.10%)
- Total Annual Debt Service Debt Coverage Ratio: 1.20 $154,272

### NET CASH FLOW
- $31,568

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

2/26/2019
Silverleaf at Tool
Staffing Plan

The Staffing Plan suggestion is based on historical data with Apartment Communities currently managed. Based on 72-unit Multi-Family Senior Tax Credit Community staffing requirements are as follows:

Community Manager – Minimum 2 years’ experience in the Management Industry. Salary expectations are approximately $36K. Job duties to include managing and overseeing all aspects of the onsite operations, lease up, resident retention and maintenance activities. Required to maintain and manage the annual budget for the property and maximizing income.

Maintenance Manager – Minimum 2 years’ experience Maintenance experience. Salary expectations are approximately $28,000. Job duties to include cleaning grounds, completing service requests, make readies and all other aspects of maintenance on the property.
Insurance Proposal

FDI MANAGEMENT
GROUP, LLC;
Silverleaf at Tool
2001 N. Tool Drive
Tool, TX 75143

Prepared For: ________________________________ Coverage Term: 5/15/19 to 5/15/20

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This is merely a proposal and is not a policy of insurance or an offer to insure. Rates quoted reflect the rates in effect as of the date of this proposal and are subject to change.

Coverage will cease immediately upon termination of Risk Management Agreement or upon written notice from the owner.

The information contained herein is proprietary, confidential and/or privileged and is intended solely for review by the individual to which it is addressed. Dissemination or disclosure of the information contained herein is prohibited.
Tab 27

15 Year Rental Housing Operation Proforma
### INCOME

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<th>YEAR 1</th>
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<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**

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Phone:</th>
<th>Email:</th>
</tr>
</thead>
</table>

**Date**

---

**Signature, Authorized Representative, Syndicator**

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

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

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$557,924</td>
<td>$518,082</td>
<td>$528,444</td>
<td>$539,013</td>
<td>$549,799</td>
<td>$607,016</td>
<td>$670,195</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$7,056</td>
<td>$7,197</td>
<td>$7,341</td>
<td>$7,488</td>
<td>$7,638</td>
<td>$8,433</td>
<td>$9,310</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$514,868</td>
<td>$510,885</td>
<td>$521,053</td>
<td>$531,525</td>
<td>$542,161</td>
<td>$579,402</td>
<td>$631,454</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(36,324)</td>
<td>$(35,306)</td>
<td>$(34,184)</td>
<td>$(33,062)</td>
<td>$(31,938)</td>
<td>$(34,184)</td>
<td>$(36,324)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
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<td>$0</td>
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<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$478,544</td>
<td>$475,579</td>
<td>$486,869</td>
<td>$497,463</td>
<td>$509,223</td>
<td>$545,218</td>
<td>$595,130</td>
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<td>EXPENSES</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$22,480</td>
<td>$23,154</td>
<td>$23,849</td>
<td>$24,565</td>
<td>$25,301</td>
<td>$26,031</td>
<td>$26,803</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$19,050</td>
<td>$19,431</td>
<td>$19,820</td>
<td>$20,216</td>
<td>$20,620</td>
<td>$21,076</td>
<td>$21,536</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$77,200</td>
<td>$79,516</td>
<td>$81,901</td>
<td>$84,359</td>
<td>$86,889</td>
<td>$100,728</td>
<td>$116,772</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$47,800</td>
<td>$49,234</td>
<td>$50,711</td>
<td>$52,232</td>
<td>$53,799</td>
<td>$62,368</td>
<td>$72,302</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,600</td>
<td>$9,888</td>
<td>$10,183</td>
<td>$10,480</td>
<td>$10,805</td>
<td>$12,526</td>
<td>$14,521</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$25,235</td>
<td>$25,992</td>
<td>$26,772</td>
<td>$27,575</td>
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<td>$30,000</td>
<td>$30,900</td>
<td>$31,827</td>
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<td>$39,143</td>
<td>$45,578</td>
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<td>$18,000</td>
<td>$18,540</td>
<td>$19,086</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$23,486</td>
<td>$27,227</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$5,000</td>
<td>$5,150</td>
<td>$5,305</td>
<td>$5,464</td>
<td>$5,628</td>
<td>$6,524</td>
<td>$7,563</td>
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<td>$299,776</td>
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<td>$317,654</td>
<td>$326,961</td>
<td>$377,900</td>
<td>$436,653</td>
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<td>$189,301</td>
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<td></td>
<td></td>
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<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
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<td>Second Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
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<td></td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$30,855</td>
<td>$31,835</td>
<td>$32,754</td>
<td>$33,607</td>
<td>$34,539</td>
<td>$37,118</td>
<td>$37,438</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$30,855</td>
<td>$62,690</td>
<td>$95,444</td>
<td>$129,051</td>
<td>$163,441</td>
<td>$242,133</td>
<td>$328,803</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.24</td>
<td>1.24</td>
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<tr>
<td>Other (Describe)</td>
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<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

By signing below, we are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminary 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 §11.0(a)(1), relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name
2-21-28
Phone: (914) 561-6420
Email: (Signature)
Date
If a revised form is submitted, date of submission: 2-21-28
### 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$507,924</td>
<td>$518,082</td>
<td>$528,444</td>
<td>$539,113</td>
<td>$549,789</td>
<td>$607,016</td>
<td>$670,195</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$7,056</td>
<td>$7,197</td>
<td>$7,341</td>
<td>$7,488</td>
<td>$7,638</td>
<td>$8,433</td>
<td>$9,910</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$514,980</td>
<td>$525,238</td>
<td>$535,785</td>
<td>$546,501</td>
<td>$557,431</td>
<td>$615,448</td>
<td>$679,105</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($38,624)</td>
<td>($39,395)</td>
<td>($40,184)</td>
<td>($40,828)</td>
<td>($41,807)</td>
<td>($46,105)</td>
<td>($50,963)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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<td>$495,601</td>
<td>$505,313</td>
<td>$515,624</td>
<td>$569,329</td>
<td>$628,542</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$22,480</td>
<td>$22,154</td>
<td>$22,849</td>
<td>$24,565</td>
<td>$25,301</td>
<td>$29,331</td>
<td>$34,008</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$19,050</td>
<td>$19,431</td>
<td>$19,820</td>
<td>$20,216</td>
<td>$20,620</td>
<td>$22,767</td>
<td>$25,136</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$77,200</td>
<td>$79,516</td>
<td>$81,901</td>
<td>$84,889</td>
<td>$86,689</td>
<td>$100,728</td>
<td>$116,772</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$67,800</td>
<td>$69,234</td>
<td>$70,711</td>
<td>$72,232</td>
<td>$73,799</td>
<td>$90,232</td>
<td>$107,302</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,900</td>
<td>$10,688</td>
<td>$10,895</td>
<td>$11,090</td>
<td>$11,285</td>
<td>$14,526</td>
<td>$16,421</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$37,600</td>
<td>$38,728</td>
<td>$39,950</td>
<td>$41,087</td>
<td>$42,119</td>
<td>$49,059</td>
<td>$56,673</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$24,500</td>
<td>$25,235</td>
<td>$25,992</td>
<td>$26,772</td>
<td>$27,575</td>
<td>$31,967</td>
<td>$37,058</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$20,000</td>
<td>$20,300</td>
<td>$20,620</td>
<td>$20,952</td>
<td>$21,285</td>
<td>$25,486</td>
<td>$30,872</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$18,000</td>
<td>$18,540</td>
<td>$19,096</td>
<td>$19,669</td>
<td>$20,259</td>
<td>$24,865</td>
<td>$27,227</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$5,000</td>
<td>$5,150</td>
<td>$5,305</td>
<td>$5,454</td>
<td>$5,628</td>
<td>$6,524</td>
<td>$7,563</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$321,230</td>
<td>$329,776</td>
<td>$338,379</td>
<td>$347,634</td>
<td>$356,961</td>
<td>$377,900</td>
<td>$436,833</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$185,127</td>
<td>$186,051</td>
<td>$187,026</td>
<td>$187,879</td>
<td>$188,662</td>
<td>$191,390</td>
<td>$191,710</td>
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</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
<td>$154,272</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$30,855</td>
<td>$31,835</td>
<td>$32,734</td>
<td>$33,607</td>
<td>$34,390</td>
<td>$37,118</td>
<td>$37,438</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$30,855</td>
<td>$62,690</td>
<td>$95,444</td>
<td>$129,051</td>
<td>$163,441</td>
<td>$242,213</td>
<td>$528,633</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.22</td>
<td>1.24</td>
<td>1.24</td>
</tr>
</tbody>
</table>

By signing below, I (we) are certifying that the above 15 Year pro formas 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 1:1 debt coverage ratio. (Signature only required if using this pro form for points under 11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: Harrison Zeldan

Phone: Date: 2-21-2019

Email: Date:

If a revised form is submitted, date of submission:
Tab 28

Offsite Cost Breakdown
### Off-Site Cost Breakdown

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

**Columns A and C:** In determining actual construction cost, two different methods may be used:

**Column D:** To arrive at total construction costs in Column D:

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the offsite work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

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

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>N/A</td>
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<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

If a revised form is submitted, date of submission: 2/26/2019
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; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:

- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

---

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

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

<table>
<thead>
<tr>
<th>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></td>
<td></td>
<td></td>
<td>$180,000</td>
<td></td>
<td>$1,080,000</td>
</tr>
<tr>
<td>Fine Grading</td>
<td></td>
<td></td>
<td></td>
<td>$65,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td></td>
<td></td>
<td></td>
<td>$75,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
<td></td>
<td>$125,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td></td>
<td></td>
<td></td>
<td>$345,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
<td></td>
<td></td>
<td>$280,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
<td></td>
<td>$10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,080,000</strong></td>
</tr>
</tbody>
</table>

---

Signature of Registered Engineer: Bob Staehs, P.E.

Printed Name: Bob Staehs, P.E.

Date: February 25, 2019
Tab 30

Development Cost Schedule
## Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>Eligible Basis (If Applicable)</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>Acquisition</td>
<td>New/Rehab.</td>
</tr>
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</table>

### ACQUISITION

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Site acquisition cost</td>
<td>130,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td><strong>$130,000</strong></td>
<td><strong>$0</strong></td>
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</tbody>
</table>

### OFF-SITES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
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</tbody>
</table>

### SITE WORK

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>180,000</td>
<td>180,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>345,000</td>
<td>345,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>280,000</td>
<td>280,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td><strong>$1,080,000</strong></td>
<td><strong>$0</strong></td>
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</table>

### SITE AMENITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>170,000</td>
<td>170,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td><strong>$320,000</strong></td>
<td><strong>$0</strong></td>
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</tbody>
</table>
### BUILDING COSTS*

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>765,400</td>
<td>765,400</td>
</tr>
<tr>
<td>Masonry</td>
<td>225,000</td>
<td>225,000</td>
</tr>
<tr>
<td>Metals</td>
<td>165,000</td>
<td>165,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>875,000</td>
<td>875,000</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>144,000</td>
<td>144,000</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>295,000</td>
<td>295,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>330,000</td>
<td>330,000</td>
</tr>
<tr>
<td>Finishes</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>740,000</td>
<td>740,000</td>
</tr>
<tr>
<td>Electrical</td>
<td>415,000</td>
<td>415,000</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>72,000</td>
<td>72,000</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**: $4,661,400

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

- **Enter amount to be used to achieve desired score.**
  - $76.42 psf
  - $4,661,400

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

- $6,061,400

**TOTAL HARD COSTS**

- General requirements (<6%): 6.00% 398,184 398,184 6.00%
- Field supervision (within GR limit): 2.00% 132,728 132,728 2.00%
- Contractor overhead (<2%): 6.00% 398,184 398,184 6.00%

**TOTAL CONTRACTOR FEES**

- $929,096

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

- $7,565,496

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

- Enter amount to be used to achieve desired score.
  - $0.00 psf
  - $0.00

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.
### 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>120,000</td>
<td>120,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>36,000</td>
<td>36,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>95,000</td>
<td>95,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>10,500</td>
<td>10,500</td>
</tr>
<tr>
<td>Market analysis</td>
<td>9,500</td>
<td>9,500</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>9,500</td>
<td>9,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Survey</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td></td>
<td>75,000</td>
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<tr>
<td>Real property taxes</td>
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<tr>
<td>Personal property taxes</td>
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<td>15,000</td>
</tr>
<tr>
<td>Tenant Relocation</td>
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<td></td>
</tr>
<tr>
<td>Tool Permit Credit</td>
<td></td>
<td>-250</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></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>529,000</td>
<td>529,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>140,250</td>
<td>140,250</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</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>64,000</td>
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</tr>
<tr>
<td>Title &amp; recording fees</td>
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<td></td>
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<tr>
<td>Closing costs &amp; legal</td>
<td>25,000</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>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount (0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>43,625</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>40,000</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>40,000</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td>12,000</td>
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<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,023,875</td>
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</tbody>
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### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount (0)</th>
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<tbody>
<tr>
<td>Housing consultant fees</td>
<td>100,000</td>
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<tr>
<td>General &amp; administrative</td>
<td>225,000</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,025,000</td>
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<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$1,350,000</td>
</tr>
</tbody>
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### RESERVES

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount (0)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>60,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
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</tr>
<tr>
<td>Operating - new funds</td>
<td>220,000</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
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</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$280,000</td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount (0)</th>
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</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,023,875</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$1,350,000</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$280,000</td>
</tr>
</tbody>
</table>

*The following calculations are for HTC Applications only.

**Deduct From Basis:**

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount (0)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$10,354,996</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$12,115,346</td>
</tr>
<tr>
<td><strong>Credits Supported by Eligible Basis</strong></td>
<td>$1,090,381</td>
</tr>
</tbody>
</table>

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

| Requested Score for 11.9(e)(2) | 12 |

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

Name of contact for Cost Estimate: J. Michael Sugrue
Phone Number for Contact: 903-887-4344

If a revised form is submitted, date of submission:
Tab 31

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

Information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Lien Position</td>
<td>Lien Position</td>
</tr>
<tr>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0 0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0 0.00%</td>
<td>$ -</td>
</tr>
</tbody>
</table>

### Schedule of Sources of Funds and Financing Narrative

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).

#### Third Party Equity

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBC</td>
<td>$990,214</td>
<td>5.50%</td>
<td>1st</td>
<td>0.86</td>
</tr>
<tr>
<td>HTC</td>
<td>$2,091,968</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td>$8,150,000 5.50%</td>
<td>1st</td>
<td>0.86</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Grant

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$8,514,988</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>StoneLeaf Development Partners, LLC</td>
<td>$772,653</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
</tr>
<tr>
<td>$355,353</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Other

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total Sources of Funds

$11,014,621

### Total Uses of Funds

$11,014,621
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).

It is contemplated that the Construction lender will make a construction loan of approximately $8,150,000. The syndicator will advance approximately $2,091,106 of equity proceeds to complete construction. In addition the total syndication proceeds shall be approximately $8,514,988 which when added to the permanent loan of $2,144,280 and the approximate deferred developer fee of $355,353 will be sufficient to complete the property to stabilized occupancy.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

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

Printed Name

Date

Telephone: ______________________________

Email address: ______________________________

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

2/27/2019
## Sources of Funds and Financing Narrative

Information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost)

### Schedule of Sources of Funds and Financing Narrative

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).

<table>
<thead>
<tr>
<th>Financing Participants Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Position</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BOK</strong></td>
<td>$8,150,000</td>
<td>5.50%</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th></th>
<th>HTC</th>
<th>$990,214</th>
<th>$2,091,968</th>
<th>$8,514,988</th>
</tr>
</thead>
</table>

### Grant

<table>
<thead>
<tr>
<th></th>
<th>§11.9(d)(2) LPS Contribution</th>
<th></th>
</tr>
</thead>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th></th>
<th>StoneLeaf Development Partners, LLC</th>
<th>$772,653</th>
<th>$355,353</th>
</tr>
</thead>
</table>

### Other

<table>
<thead>
<tr>
<th></th>
<th>Direct Loan Match</th>
<th></th>
</tr>
</thead>
</table>

### Total Sources of Funds

<table>
<thead>
<tr>
<th></th>
<th>$11,014,621</th>
</tr>
</thead>
</table>

### Total Uses of Funds

|                     | $11,014,621 |
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).

It is contemplated that the Construction lender will make a construction loan of approximately $8,150,000. The syndicator will advance approximately $2,091,106 of equity proceeds to complete construction. In addition the total syndication proceeds shall be approximately $8,514,988 which when added to the permanent loan of $2,144,280 and the approximate deferred developer fee of $355,353 will be sufficient to complete the property to stabilized occupancy.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The General Partner will establish and maintain a Replacement Reserves account to provide for capital needs, improvements, replacement and contingencies.

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.

There are no operating subsidies associated with this property.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

____________________  ____________________  ________________
Signature, Authorized Representative, Construction or Permanent Lender  Printed Name  Date

Telephone: ______________________________
Email address: ______________________________

If a revised form is submitted, date of submission: ________________  4/30/2019
**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).

It is contemplated that the Construction lender will make a construction loan of approximately $8,150,000. The syndicator will advance approximately $2,091,106 of equity proceeds to complete construction. In addition the total syndication proceeds shall be approximately $8,514,988 which when added to the permanent loan of $2,144,280 and the approximate deferred developer fee of $355,353 will be sufficient to complete the property to stabilized occupancy.

**Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.**

**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:**

**Printed Name:** LISA E. ALBENS

**Date:** 2-22-2019

**Telephone:** 918-388-6420

**Email address:** laalbers@bankf.com

If a revised form is submitted, date of submission: __________________
Tab 32

Financial Capacity and Construction Oversight
(HOME Applications Only)

Not Applicable
Financial Capacity, Owner Equity, and Appraisal Requirements
(Multifamily Direct Loan Applications Only, if applicable)
[§13.8(c)(6) and (7)]

Financial Capacity (10 TAC §13.8(c)(6))
except for Developments also financed through the USDA §515 program, the Application MUST include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(7))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §11.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §11.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Tab 33

Matching Funds (HOME Applications Only)

Not Applicable
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(8)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider's willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>tap fees, building permits, other mandatory fees charged by the local municipality)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INCLUDE DEVELOPER FEES**</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match / MF Direct</td>
<td></td>
<td>#DIV/0!</td>
</tr>
<tr>
<td>Loan Funds Requested)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Tab 34

Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

City of Tool

- [X] 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.
- [X] 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.
- [X] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

### 2. Financial Feasibility (§11.9(e)(1))

- [ ] Eligible Pro-Forma and letter stating the Development is financially feasible.
- [X] Eligible Pro-Forma and letter stating Development and Principals are acceptable.

**Total Points Claimed:** 18

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- [ ] Percent of Units restricted to serve households at or below 30% of AMGI
- [ ] HTC funding request as a percent of Total Housing Development Cost

**Eligibility for points:**

- [ ] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding
- [ ] Housing Tax Credit Request
- [ ] Housing Tax Credit Request
- [ ] Housing Tax Credit Request

* Be sure no more than 50% of Developer fees are deferred.

**Total Points Claimed:** 3

**Self Score Total:** 120

---

2/26/2019
Tab 35

Supporting Documents

- Executed Pro Forma
- Letter from lender regarding approval
- Evidence of Permanent and Construction Financing
- Evidence of Owner Contributions
- Evidence of Equity Financing
- Funding from Local Political Subdivision
- Evidence of Rental Assistance/Subsidy
Supporting Documents Should be Included Behind this Tab

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)

NOTE: Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- 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
# 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 mode during the pro forma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$557,524</td>
<td>$518,082</td>
<td>$528,444</td>
<td>$539,013</td>
<td>$549,798</td>
<td>$607,016</td>
<td>$670,195</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$ 7,056</td>
<td>$ 7,197</td>
<td>$ 7,341</td>
<td>$ 7,488</td>
<td>$ 7,638</td>
<td>$ 8,433</td>
<td>$ 9,312</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$564,580</td>
<td>$525,280</td>
<td>$535,785</td>
<td>$546,491</td>
<td>$557,431</td>
<td>$615,449</td>
<td>$679,506</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($36,524)</td>
<td>($39,396)</td>
<td>($40,184)</td>
<td>($40,983)</td>
<td>($41,807)</td>
<td>($46,159)</td>
<td>($50,963)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$478,057</td>
<td>$485,884</td>
<td>$495,601</td>
<td>$505,513</td>
<td>$515,624</td>
<td>$569,290</td>
<td>$628,542</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$22,480</td>
<td>$23,154</td>
<td>$23,849</td>
<td>$24,565</td>
<td>$25,301</td>
<td>$26,331</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$ 19,050</td>
<td>$ 19,431</td>
<td>$ 19,820</td>
<td>$ 20,216</td>
<td>$ 20,620</td>
<td>$ 22,767</td>
</tr>
<tr>
<td>Payroll, Payroll Taxes &amp; Employee Benefits</td>
<td>$ 77,200</td>
<td>$ 79,516</td>
<td>$ 81,901</td>
<td>$ 84,359</td>
<td>$ 86,889</td>
<td>$100,728</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$ 47,800</td>
<td>$ 49,234</td>
<td>$ 50,711</td>
<td>$ 52,232</td>
<td>$ 53,799</td>
<td>$ 62,368</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$ 9,600</td>
<td>$ 9,888</td>
<td>$10,183</td>
<td>$10,480</td>
<td>$10,805</td>
<td>$12,526</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$ 37,600</td>
<td>$ 38,728</td>
<td>$ 39,890</td>
<td>$ 41,087</td>
<td>$ 42,319</td>
<td>$ 48,059</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$ 24,500</td>
<td>$ 25,235</td>
<td>$ 25,992</td>
<td>$ 26,772</td>
<td>$ 27,575</td>
<td>$ 31,967</td>
</tr>
<tr>
<td>Property Tax</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>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$ 18,000</td>
<td>$ 18,540</td>
<td>$ 19,086</td>
<td>$ 19,669</td>
<td>$ 20,259</td>
<td>$ 23,466</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$ 5,000</td>
<td>$ 5,150</td>
<td>$ 5,305</td>
<td>$ 5,464</td>
<td>$ 5,628</td>
<td>$ 6,524</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$291,230</td>
<td>$299,776</td>
<td>$308,575</td>
<td>$317,654</td>
<td>$326,961</td>
<td>$377,900</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$185,127</td>
<td>$186,107</td>
<td>$187,026</td>
<td>$187,579</td>
<td>$188,562</td>
<td>$191,390</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$154,272</td>
<td>$154,272</td>
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<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$30,855</td>
<td>$31,855</td>
<td>$32,754</td>
<td>$33,607</td>
<td>$34,530</td>
<td>$37,118</td>
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<td>$30,855</td>
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<td>1.24</td>
</tr>
</tbody>
</table>

By signing below, (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental base 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 preliminary considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for projects under §11.09(a)(1), relating to Financial Feasibility.)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

[Signature]

Printed Name

Phone: 914-581-4120
Email: fahreehold@com

Date

[Signature]

Printed Name

Date

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

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$507,924</td>
<td>$518,082</td>
<td>$528,444</td>
<td>$539,013</td>
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<tr>
<td>Secondary Income</td>
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<td>$7,197</td>
<td>$7,341</td>
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<td>$7,638</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$514,980</td>
<td>$525,280</td>
<td>$535,785</td>
<td>$546,501</td>
<td>$557,431</td>
<td>$613,448</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($53,826)</td>
<td>($53,935)</td>
<td>($54,814)</td>
<td>($54,805)</td>
<td>($41,807)</td>
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<td>Rental Concessions</td>
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<td>$0</td>
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<td>$0</td>
<td>$0</td>
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<tr>
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<table>
<thead>
<tr>
<th>EXPENSES</th>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$22,480</td>
<td>$23,154</td>
<td>$23,849</td>
<td>$24,565</td>
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<td>Management Fee</td>
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<td>$19,431</td>
<td>$19,820</td>
<td>$20,216</td>
<td>$20,620</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>$79,516</td>
<td>$81,901</td>
<td>$84,359</td>
<td>$86,889</td>
<td>$100,728</td>
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<td>Repairs &amp; Maintenance</td>
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<td>$49,234</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
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<td>Property Tax</td>
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<tr>
<td>Reserve for Replacements</td>
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<td>TOTAL ANNUAL EXPENSES</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$185,127</td>
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<td>$187,897</td>
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<tr>
<th>DEBT SERVICE</th>
<th></th>
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By signing below (one) are certifying that the above 15 Year pro formas 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 formas for points under §11.9(e)(1) relating to Financial Feasibility)

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

**Signature, Authorized Representative, Syndicator**

**Phone:****

**Email:**

**Date:**

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

**Printed Name:**

**Harrison Zeldin**

**Date:**

**2-21-2019**
February 15, 2019

Mr. Michael Sugrue
StoneLeaf Companies
1920 S. 3rd St.
Mabank, Texas, 75147

Mr. Sugrue,

I have received and reviewed the 15 year pro forma for SilverLeaf at Tool, LLC located in Tool, Texas. The attached pro forma, which has been prepared and executed by an authorized representative of BOKF, NA projects total operating expenses, net operating income, and debt service for the first year of stabilized operation based on preliminary information provided by the borrower.

The attached pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower to this point, and are subject to BOKF, NA due diligence review.

Additionally, BOKF, NA has performed a preliminary review of the credit worthiness of SilverLeaf at Tool, LLC and SilverLeaf at Tool GP, LLC, StoneLeaf Development Partners, Michael and Victoria Sugrue and Ben Dempsey. At this time, BOKF, NA has no reservation with any of the Principals of the borrower.

Best Regards,

Lisa E. Albers

Attachment: 15-year Proforma
February 15, 2019

Mr. Michael Sugrue  
StoneLeaf Companies  
1920 S. 3rd St.  
Mabank, Texas, 75147

Mr. Sugrue,

On behalf of BOKF, N.A. dba Bank of Texas, N.A. (the Bank) it is our pleasure to offer the following financing terms for the new construction of the 72-unit multi-family development in Tool, Texas named Silverleaf at Tool. The terms presented below are indicative of a loan structure we would like to pursue and are based on the information provided by you and our underwriting assumptions.

Borrower: SilverLeaf at Tool, LP

Loan Amount:  
Converting non-revolving advancing line of credit. This is based on the following factors occurring prior to funding: a project budget of $11,014,621 and receipt of an allocation of 9% LIHTC from TDHCA.

- Construction Loan: $8,150,000
- Permanent Loan: $2,144,280

Maturity:  
Construction Loan: Twenty-four (24) months from closing. Monthly interest payments will be due during construction.

- Permanent Loan: Seventeen (17) years from closing.

Collateral: First mortgage on the project which consists of 72-units; the assignment of all leases and rents, contracts, plans and specifications of the project.

Interest Rate: The rate will be broken into two (2) tranches:

- Tranche 1: $2,144,280 will be fixed at BOK's cost of funds plus 200 basis points. This currently equates to 6.00%. The rate will be fixed at the time the construction loan closes and will continue through the term of the permanent loan. This tranche will be funded first and will be fully funded 12 months from the date the construction loan closes. It will be interest only for 2 years and at conversion it will begin amortizing on a 30-year amortization. Standard Tier 1 prepayment penalty of the greater of 1% or yield maintenance will apply.
Tranche 2: $6,005,720 will float at LIBOR plus 300 basis points. This tranche will be interest only and will be completely paid off when the loan converts to the permanent loan.

Origination Fee:
Construction Loan: A non-refundable fee of 1% of the Construction loan will be payable at closing.
Permanent Loan: A non-refundable fee of 2% of the term loan will be payable at conversion.

Payment Terms:
Construction Loan: Monthly interest payments will be due during construction.
Permanent Loan: Fixed monthly payments of principal and interest based on a 30-year amortization.

Prepayment Penalty:
Tranche 1: The greater of yield maintenance or one percent (1%) of the prepaid amount.
Tranche 2: None

Guaranty:
Construction Loan: SilverLeaf at Tool, GP, LLC, StoneLeaf Development Partners, Michael and Victoria Sugrue and Ben Dempsey will provide an unlimited guaranty of the loan amount during construction.
Permanent Loan: None, except for standard fraud carve outs.

Sources of Funds: Proceeds from the sale of an allocation of 9% LIHTC from the Syndicator of which a minimum of fifteen percent (15%) must be payable at closing. The identity of the equity investor and pay-in schedule must be disclosed and acceptable to the Bank.

Use of Loan Proceeds: The Loan proceeds will be used exclusively to construct the 72 units at the project in Tool, Texas.

Disbursement Of Loan Funds: Disbursement of Loan proceeds will occur no more than monthly, following the Bank’s receipt and acceptance of written advance requests. Requests should be based on the final approved project budget and the progress of the construction of the Project, and subject to a third party inspecting review. Advance requests shall be accompanied by support documentation, lien waivers, and date down endorsements.

Appraisal: Funding is contingent on the Bank’s receipt of an acceptable self-contained appraisal report stating the Market Value of the Project, prepared by a Bank-approved MAI. The loan amount is subject to a maximum 75% loan-to-value.
Environmental Report(s): Prior to closing, Borrower will provide the Bank with a Phase I environmental audit, prepared by a licensed environmental engineer, approved by the Bank, reflecting the Project’s real property to be free and clear of any environmental hazard on, under, or around the subject.

Mortgage Title Insurance: Prior to closing, the Bank requires receipt of a commitment for mortgage title insurance in an amount equal to the maximum loan amount, issued by a Bank-approved title insurance company, listing no liens other than those which are to be paid off prior to or at closing. There are to be no exceptions other than routine utility easements and restrictions, and the current year’s taxes not yet due. The Bank shall be named as the insured mortgagee.

Survey: Prior to closing, the Bank requires receipt of a minimum ALTA survey of the Project, in form and content acceptable to the Bank, showing all easements, encroachments or any other item which may affect the Bank's lien position. The survey must be satisfactory to delete the survey exception in the mortgage title insurance commitment.

Foundation confirmation letters must be received prior to the commencement of any vertical improvements.

All surveys are to be performed by a Texas registered land surveyor acceptable to the Bank. All surveys must be certified as true and correct to the Bank, title insurance company and the Borrower.

Flood Insurance: If any improvements (existing and/or proposed) on the Project are or will be located in an area identified by the U. S. Department of Housing and Urban Development (H.U.D.) as an area having "special flood hazards", flood insurance must be purchased and maintained in the amount of the Loan.

Insurance: At or before closing, the Borrower will provide evidence of Property, Casualty and General Liability insurance coverage and in some cases may require other property specific coverage. Construction loan must, also, be covered by Builder's Risk coverage including Worker's Compensation. Insurance policies must be provided by companies meeting a criterion of being, at minimum, A.M. Best rated A, size category VII or being Lloyd’s of London or be covered under a FAIR plan, if it is the only coverage available at a reasonable cost. The named insured is to be the Borrower and in all cases the Bank (Mortgagee) shall be named as an additional insured and Loss Payee.

Governmental Approvals: Borrower shall provide the Bank with evidence of all necessary governmental approvals for the Project, including but not limited to, zoning and building permits.

Utilities: Borrower shall provide evidence to the Bank of the availability, at the Project, of all utilities service necessary for the construction and operation of the Project including, but not limited to water, electric, natural gas, telephone and sanitary sewer.
Plans & Specifications: Prior to Closing, the Bank requires copies of all Borrower’s final building plans and specifications with architect’s certification. The Borrower agrees that no changes will be made in the plans and specifications without the prior written consent of the Bank.

General Contractor: The general contractor to be used to construct the Project shall be subject to the approval of the Bank, prior to Loan closing.

Construction Contract: A certified copy of the final fixed price bonded construction contract will be provided to the Bank prior to closing. The Bond must be from an insurer rated A-/VIII by A.M. Best Company or AA or higher by Standard and Poor.

Assignment of Project Documents: As additional collateral the Borrower will assign to the Project Funding Sources, which will include the Bank, the Borrower’s interest in the architect’s drawings, other plans and specifications and the construction contract.

Inspecting Architect: The Bank will engage an independent project architect approved by the Bank, to perform a pre-construction review and cost analysis in addition to monthly construction progress and draw request reviews during the construction of the Project. All costs for services rendered by the inspecting architect are to be paid for by the Borrower.

Other Encumbrances: No other encumbrances will be placed on the collateral without the prior written approval of the Bank.

Assignment: This commitment can not be assigned without the prior written consent of the Bank.

Guarantor Financial Statements: Guarantors will provide the Bank with annual financial statements, including balance sheet including contingent liabilities, income and expense statement, tax returns and any additional supporting information reasonably requested by the Bank.

Pending Litigation: Borrower shall certify to the Bank that no litigation or proceedings are pending or threatened which might adversely affect the Borrower’s or the Guarantor’s ability to perform under the terms of this agreement or the loan documents.

Ownership
Change: Ownership of the Borrower shall not change during the term of the Loan without the prior written consent of the bank.

Representation of Fact: This commitment is subject to the accuracy of all information and representations submitted with or in support of the application for the Loan.

Opinion of Counsel: Prior to or at closing, the Bank requires a legal opinion of Borrower's counsel which will provide a legal opinion confirming that all matters pertaining to the Project and Loan are valid, enforceable and in accordance with the intended terms and do not violate any laws.

Preparation of Loan Documents: The Bank’s legal counsel will prepare the loan documents at the expense of the Borrower.

Take-Out Assurances: Prior to closing of the Construction Loan, written assurances, which obligate a funding source to pay-down the Construction Loan, must be in place. The assurances will obligate the funding source to restrict proceeds in the amount of the required pay-down and set forth a date no later than the maturity date of the Construction Loan in which the proceeds will be funded to the Bank.

Developer Fee: A portion of the Developer Fee may be paid at closing. The remaining will be funded once the equity installment is paid.

Debt Service Coverage: Beginning with the first calendar year following the year in which the Construction Loan is converted to the Permanent Loan, the Borrower will maintain a minimum 1.15 to 1.00 annual debt service coverage ratio (DSCR) on the Collateral during each calendar year.

Related Deposit Accounts: The related deposit accounts for this project will be maintained at the Bank, this will include:

- Construction Account
- Operating Account
- Lease Up Reserve
- Replacement Reserve
- Operating Reserve
- Tax and Insurance Escrow

Expenses: Borrower will pay all expenses associated with the Loan. The expenses shall include but not be limited to; attorney's fees, lender's title insurance policy, appraisal, environmental report, survey and mortgage tax (where allowed by law), and engineer or inspector fees. Any costs incurred for this financing will be the responsibility of the Borrower to pay. Please be advised that it is the Borrower’s sole responsibility to pay these costs irrespective of whether the loan closes or not.
Other Requirements: The subject requirements are intended to set out the primary terms and conditions of the Loan, but are not all-inclusive. This commitment is subject to review by the Bank’s legal counsel, and the Bank reserves the right to reasonable require other mutually agreeable conditions and documents necessary to establish, perfect, and maintain the contemplated Loan, including but not limited to loan agreement, note, mortgage, assignment of leases and security agreement.

According to the Bank Secrecy Act, the Bank is required to obtain, verify and record certain identifying information as part of our due diligence process. To comply with this we must ask for specific identifying information including Name, Address and other information that will allow us to verify your identity. Additionally, we may request other identifying documents in order to meet the verification requirements.

The terms and conditions of this letter will expire December 28, 2019. Thank you for the opportunity to consider financing this project. Please let me know if I can answer any additional questions.

Best Regards,

Lish E. Albers
February 27, 2019

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Application #19052 SilverLeaf at Tool

Dear Ms. Holloway:

SilverLeaf at Tool, L.P as the Owner-Applicant hereby acknowledges the $355,353.00 of the Developer Fee owed to StoneLeaf Development Partners for the SilverLeaf at Tool development shall be deferred.

The terms of the deferred developer fee shall be: a 13-year term and loaned at zero percent (0%) interest. Payments shall be repaid from available cash flow with the balance due at the end of the term.

Yours truly,

SilverLeaf at Tool, L.P

By: SilverLeaf at Tool GP, LLC
Its: General Partner

By: J. Michael Sugrue
Stoneleaf Companies  
1920 S, 3rd Street  
Mabank, Texas 75147  
Attn: Mr. Michael Sugrue

February 19, 2019

Re: Silverleaf at Tool  
Tool, TX

Dear Mike:

Thank you for providing us the opportunity to submit a proposal on Silverleaf at Tool (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interest in Silverleaf at Tool, LP a Texas to-be-formed limited partnership, or similar entity to be formed (the “Partnership”). RBC Tax Credit Equity, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Tax Credit Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Partnership.

1. Project and Parties Involved.

(a) The Project, located in the City of Tool, State of Texas will consist of 72 apartment units. Within the Project 65 units will be occupied in compliance with the low-income housing tax credit ("LIHTC") requirements of Section 42 of the Internal Revenue Code. The remaining 7 units will be market-rate.

(b) The parties involved with the Project are as follows:

(i) **General Partner.** The General Partner is Silverleaf at Tool GP, LLC, a to-be-formed single purpose, taxable entity, which is owned by Stoneleaf Homes of Distinction, LLC.

(ii) **Developer.** The developers are 80% Stoneleaf Development Partners, LLC and 20% Stoneleaf Homes of Distinction, LLC collectively referred to herein as “Developer.”

(iii) **Guarantors.** Subject to RBC’s review and approval of financial statements, the Guarantors are the Developer, Stoneleaf Development Partners, LLC, Stoneleaf Homes of Distinction, LLC, Mike Sugrue, Victoria Sugrue, Ben Dempsey, and other entities deemed necessary by RBC, on a joint and several basis.

2. Purchase Price. The Interest in the Partnership will be acquired for a total capital contribution of $8,514,988. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.86. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Partnership in installments as set forth on Exhibit A.

3. LIHTC. The Project anticipates receiving a reservation of 2019 LIHTC in the amount of $890,214 annually. The total LIHTC anticipated to be delivered to the Partnership is $9,902,140. The LIHTC will be available to the Partnership beginning in 2021.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period ("Certified LIHTC") will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC's capital contributions will be reduced by an amount (the "Downward Capital Adjustment") equal to the product of (i) $0.86 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2021 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2021 is less than the amounts shown in Paragraph 3, RBC's capital contribution shall be reduced by an amount (the "Late Delivery Adjustment") equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2021 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2031.

   (c) **Payment by General Partner.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the General Partner will make a payment to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the General Partner's capital account.

6. **General Partner and Guarantor Obligations.** In addition to Paragraph 5(c) above, the General Partner is responsible for items 6(a) through 6(f) below. Any amounts advanced by the General Partner will not be considered as loans or capital contributions reimbursable or repayable by the Partnership unless otherwise stated herein.

   (a) **Construction Completion.** The General Partner will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.

   (b) **Operating Deficits.**

      (i) **Pre-Stabilization.** The General Partner will guarantee funding of operating deficits until the date (the "Stabilization Date") which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

      (ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the General Partner will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the General Partner under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Partnership with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The "Release Date" is the later of:

   (A) the fifth anniversary of the Stabilization Date,

   (B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) LIHTC Shortfall or Recapture Event. To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the General Partner will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) Repurchase. The General Partner will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) Environmental Indemnity. The General Partner will indemnify RBC against any losses due to environmental condition at the Project.

(f) Developer Fee. The General Partner will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) Guarantors. The Guarantors will guarantee all of the General Partner’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. Reserves.

(a) Operating Reserves. An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the General Partner concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) Replacement Reserves. The Partnership will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.

8. Fees and Compensation. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.

(a) Developer Fee. The Developer will earn a developer fee of $1,350,000 projected to be paid as follows:

(i) 20.00% concurrent with RBC’s first capital contribution;

(ii) 18.68% concurrent with RBC’s second capital contribution;

(iii) 20.00% concurrent with RBC’s third capital contribution;

(iv) 15.00% concurrent with RBC’s final capital contribution; and

(v) 26.32% is deferred and paid from net cash flow.

The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Partnership debt as well as operating expense and reserve requirements.
(b) **Incentive Management Fee.** An incentive management fee will be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

(c) **Property Management Fee.** The property management fee will not exceed 4% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

(d) **Asset Management Fee.** The Partnership will pay RBC Manager an annual asset management fee of $7,500 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

(a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01% to the General Partner.

(b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

(i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(ii) to RBC Manager for any unpaid asset management fees;

(iii) to the operating reserve to maintain the balance required in Paragraph 7(a);

(iv) to the payment of any unpaid developer fee;

(v) to the payment of any debts owed to the General Partner or their affiliates;

(vi) 90% of the remaining cash flow to the General Partner as an incentive management fee; and

(vii) the balance to the General Partner, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) **Distributions upon Sale, Liquidation or Refinance.** Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Partnership debts except those due to RBC, RBC Manager, General Partner and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Partnership;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;

(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the General Partner or their affiliates including any unpaid developer fee;
(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90.00% to the General Partner, 9% to RBC, and 1% to RBC Manager.

10. **Construction.** The General Partner will arrange for a fixed or guaranteed maximum price construction contract. The Contractor's obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant will be paid by the Partnership.

11. **Due Diligence, Opinions and Projections.**

(a) **Due Diligence.** The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.

(b) **Legal Opinions.** The General Partner's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC's counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC's counsel.

(c) **Due Diligence Reimbursement.** The Partnership will reimburse RBC toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC's counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

(d) **Projections.** The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC's projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. **Closing Contingencies.** RBC's obligation to close on the purchase of the Interest will be contingent upon RBC's receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

(a) **Project Entity Documents.** Preparation and execution of RBC's standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

(b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.
(c) **Anticipated Closing Date.** The closing occurring on or before January 31, 2020.

(remainder of page intentionally left blank)
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

[Signature]

By: ____________________________
Name: Dan Kierce
Title: Director

The undersigned approves and accepts the terms of this Letter of Intent.

GENERAL PARTNER:

By: ____________________________
Its: ____________________________
Date: ____________________________

GUARANTORS:

By: ____________________________
Its: ____________________________
Date: ____________________________
## EXHIBIT A

### CAPITAL CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
</tr>
</thead>
</table>
| i) 15.00% upon the later of:  
(a) the execution of the Partnership Agreement,  
(b) closing of the financing sources described in Exhibit B, and  
(c) receipt and approval of all due diligence items on RBC's due diligence checklist. | $1,277,248 | January 1, 2020 |
| ii) 65.00% upon the later of:  
(a) receipt of final Certificates of Occupancy for all of the units,  
(b) receipt of an architect's certificate of substantial completion,  
(c) receipt of a preliminary cost certification accompanied by a General Partner certification, and  
(d) March 1, 2021. | $5,534,742 | March 1, 2021 |
| iii) 18.00% upon the later of:  
(a) receipt of a final cost certification from an independent certified public accountant,  
(b) achievement of 100% qualified occupancy,  
(c) permanent loan conversion, including achievement of 90 days at a 1.15 Debt Service Coverage Ratio, and  
(d) October 1, 2021. | $1,532,697 | October 1, 2021 |
| iv) 2.00% upon the later of:  
(a) achievement of the Stabilization Date,  
(b) receipt of the IRS Form 8609, and  
(c) February 1, 2022. | $170,301 | February 1, 2022 |

**Total:** $8,514,988
Construction Loan
- Lender: Lender acceptable to RBC
- Amount: $6,000,000
- Maturity: 24 months (Estimated)
- Amortization: N/A
- Interest Rate: 5.50% (Estimated)
- Collateral: 1st mortgage on Project during construction

Bridge Loan
- Lender: Lender acceptable to RBC
- Amount: $2,150,000
- Maturity: 24 months (Estimated)
- Amortization: N/A
- Interest Rate: 5.50% (Estimated)
- Collateral: TBD

Permanent Loan
- Lender: Lender acceptable to RBC
- Amount: $2,144,280
- Maturity: 17 years
- Amortization: 360 months
- Interest Rate: 6.00% (Estimated)
- Collateral: 1st mortgage on project after conversion
Resolution #2019-02R

City of Tool Resolution of Intent
SilverLeaf at Tool

WHEREAS, StoneLeaf Development Partners, LLC has proposed construction for affordable senior rental housing at 2001 N. Tool Drive (TR 26F, AB 553 T O Meux SUR) named SilverLeaf At Tool in the City of Tool, Henderson County and

WHEREAS, there is a need for affordable senior housing for the City of Tool Citizens of modest means; and

WHEREAS, StoneLeaf Development Partners, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Low Income Housing Tax Credit Program for the SilverLeaf At Tool development.

WHEREAS, there is a requirement for a de minimus commitment of development funding by the Local Political Subdivision of $250.

THEREFORE BE IT RESOLVED, that the City of Tool hereby supports the proposed SilverLeaf At Tool development, and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov’t Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, Mayor Tawnya Austin is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

PASSED & APPROVED by the City Council of the City of Tool on this day, January 17th, 2019.

APPROVED:

Tawnya Austin, Mayor

[Stamp]
Makenzie Lyons, City Secretary
April 26, 2019

TDHCA
221 East 11th Street
Austin, TX 78701

RE: De-minimus Contribution

To Whom It May Concern:

The below correspondence will provide clarification on the City of Tool’s Resolution of Intent; #2019-02R with specific regard to the requirement for a de-minimus commitment of development funding by the Local Political Subdivision of $250. It is the intent of the City to fulfill the de-minimus requirement of the $250 with an in-kind contribution towards permitting fees of the proposed development. Should you have any other questions or require additional information you may contact me at the number or email above.

Sincerely,

Tawnya Austin
Mayor
City of Tool
Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

<table>
<thead>
<tr>
<th>Ownership Interest:</th>
<th>100.000%</th>
<th>(Not required for HUB of HUD 202 Rehabilitation projects.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash flow from operations:</td>
<td>10.000%</td>
<td></td>
</tr>
<tr>
<td>Developer Fee:</td>
<td>20.000%</td>
<td></td>
</tr>
<tr>
<td>Total:</td>
<td>130.00%</td>
<td>(Must equal at least 50% regardless of structure)</td>
</tr>
</tbody>
</table>

   - Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - Yes A detailed narrative describing how that material participation will be achieved is included.
   - Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - Yes A detailed narrative describing experience in each category is included.

Mark all that apply
- [X] Property Management
- [X] Construction
- [X] Development
- [X] Financing
- [X] Compliance

- [X] No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
- [X] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [ ] Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed: 0

Total Points Claimed: 2
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition 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: 130038063100
File/Vendor Number: 468178
Approval Date: 17-MAR-2017
Scheduled Expiration Date: 17-MAR-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

STONELEAF HOMES OF DISTINCTION, 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 17-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, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
January 28, 2019

TDHCA
221 East 11th St.
Austin, TX 78711-3941

Re: HUB Experience Certification-Multifamily Application #19052 SilverLeaf at Tool, LP

To Whom it May Concern:

StoneLeaf Homes of Distinction has been involved in building custom homes including soliciting bids, clearing property, construction, interior finish selection, and working with clients and professionals such as Architects and Engineers for over 15 years. StoneLeaf Homes of Distinction has also been involved since 2008 in the Development of SilverLeaf at Chandler II and SilverLeaf at Gun Barrel City, both senior communities and StoneLeaf at Fairfield and StoneLeaf at Eustace, both family communities awarded HTC and HOME Funds from TDHCA. We also recently developed SilverLeaf at Panhandle Seniors and SilverLeaf at Mason, two senior properties. The HUB was involved in all aspects of these properties including the financing, development, pre-construction plans, construction, general contractor awards, sub-contractor awards, compliance and also property management. The HUB works closely with the property manager and also assesses all monthly budgets and bank statements related to these properties.

I, Victoria Sugrue, on behalf of Registered HUB, StoneLeaf Homes of Distinction, LLC do certify that the HUB will materially participate in the development and operations of SilverLeaf at Chandler III throughout the compliance period. Please see the attached HUB Participation Plan for a detailed description of the HUBs involvement for the purposed development.

Victoria Sugrue
Owner

1920 S. 3rd Street Mabank, TX 75147
Phone (903)887.4344  Fax (903)713.4366  Email: victoria@stoneleafcompanies.com
HUB Participation Plan

StoneLeaf Homes of Distinction, LLC will act as the Historically Underutilized Business by materially participating in the development, financing, and day-to-day operation of SilverLeaf at Tool throughout the Texas Department of Housing and Community Affairs Compliance Period. Below is a list describing the functions StoneLeaf Homes of Distinction, LLC will be responsible for and perform as the Managing Member of the General Partner:

I. Application
   a. The development site review and location
   b. The LIHTC application input and review
   c. Development and Operating Proformas, providing input and review
   d. Response and content participation of ongoing application items
   e. Input on debt and equity structure, but not selection

II. Construction
   a. Participation in finance documents
   b. Participate with Management Agent on preparation and lease up comments
   c. Interaction with TDHCA on closing and due diligence, and with equity partner and lender on terms
   d. Review and feedback on plans and specs
   e. Periodic on-site inspections during construction
   f. Comment on closing documents and process

III. Operations
    a. Review of monthly operating and leasing data, comments when appropriate.
    b. Asset and Management Review participation
    c. Participation and review in TDHCA compliance, equity partner compliance and inspections
    d. Input and review of annual budget and audit
    e. Partner meeting agenda review and participation
    f. Periodic site visits and input

IV. Partnership Responsibilities
    a. Assist in identifying and responding to structural, community and operational issues
    b. Troubleshooting and strategy resolution participation when necessary
    c. General asset oversight participation
StoneLeaf Homes of Distinction, LLC
903-887-4344

Victoria@stoneleafcompanies.com
1920 S. 3rd Street
Mabank, TX 75147

RESUME

StoneLeaf Homes of Distinction, LLC is a Custom Home building and remodeling company that also has had experience in larger developments, including multifamily and senior housing apartment complexes over the last 15 years.

The Principals of StoneLeaf Homes of Distinction, LLC have a unique partnership with many years of experience building custom homes, as well as multifamily and senior communities. Attention to details and interior design flare makes for a winning combination in our building business. Creativity shows in the many unique features found in each StoneLeaf project.

StoneLeaf Homes of Distinction, LLC is responsible for the day to day business of the multifamily business including negotiating contracts, purchasing, sales, and supervision of all building aspects and keeping in compliance with the state agency and all codes, including property management. Stoneleaf Homes of Distinction works with clients and their architects or plan designer in the design and selection of spaces, elevations, and features of their new home or properties. We bring the uniqueness of an interior design background to the building process.

StoneLeaf Homes of Distinction, LLC is a Historically Underutilized Business (HUB) registered by the State of Texas, registered as a WBE (Women Business Enterprises), as well as a Member of the National Association of Home Builders, Texas Association of Builders and Dallas Builders Association.
Tab 37

Owner and Developer Organization Charts
Owned 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 §11.204(13)(A) of the QAP, 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:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Applicant

Limited Partner/Syndicator 99%

Organization 1

1%

Org. 1.1

49%

Principal 1, Org. 1.1
President, 85%

Ability to exercise Control

Principal 2, Org. 1.1
V.P., 10%

Ability to exercise Control

Principal 3, Org. 1.1
Treasurer, 5%

Org. 1.2

51%

Board President, Org. 1.2 0%

Ability to exercise Control

Board Member, Org. 1.2 0%

Executive Director, Org. 1.2, 0%

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
SilverLeaf at Tool
Owner Structure

DEVELOPMENT PARTNERSHIP
SilverLeaf at Tool, LP
a Texas limited liability company
To be formed

0.01% Managing Member / General Partner
SilverLeaf at Tool GP, LLC
a Texas limited liability company
To be formed

99.99% INVESTOR LIMITED PARTNER
TBD

100% Managing Member
StoneLeaf Homes of Distinction, LLC
a Texas limited liability company
Formed 8/3/2006

Victoria Sugrue
51%

J. Michael Sugrue
44%

Ben Dempsey
5%
SilverLeaf at Tool
Developer Structure

**StoneLeaf Development Partners, LLC**
a Texas limited liability company
Formed 8/12/2013
80%

- **Victoria Sugrue**
  - 51%

- **J. Michael Sugrue**
  - 29%

- **Ben Dempsey**
  - 20%

**StoneLeaf Homes of Distinction, LLC**
a Texas limited liability company
Formed 8/3/2006
20%

- **Victoria Sugrue**
  - 51%

- **J. Michael Sugrue**
  - 44%

- **Ben Dempsey**
  - 5%
SilverLeaf at Tool
Guarantor Structure

StoneLeaf Development Partners, LLC
a Texas limited liability company
Formed 8/12/2013

Victoria Sugrue
51%

J. Michael Sugrue
29%

Ben Dempsey
20%
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 any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: SilverLeaf at Tool GP, LLC</th>
<th>Role/Title: GP/Man Mem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 1902 S. 3rd Street</td>
<td>City: Mabank State: TX Zip: 75147</td>
<td></td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>SilverLeaf at Tool, LP</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: TBD Legal Org is or will be: Limited Partnership</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: ########## Email: <a href="mailto:mike@stoneleafcompanies.com">mike@stoneleafcompanies.com</a></td>
<td></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **StoneLeaf Homes of Distinction, LLC**
   - TDHCA Experience: Yes

2. **SilverLeaf at Tool, LP**
   - TDHCA Experience: Yes

3. **StoneLeaf Homes of Distinction, LLC**
   - TDHCA Experience: Yes

 Org. 2

<table>
<thead>
<tr>
<th>Organization Legal Name: StoneLeaf Homes of Distinction, LLC</th>
<th>Role/Title: Managing Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 1902 S. 3rd Street</td>
<td>City: Mabank State: TX Zip: 75147</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>SilverLeaf at Tool GP, LLC</td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 8/3/2006 Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: 9038874344 Email: <a href="mailto:victoria@stoneleafcompanies.com">victoria@stoneleafcompanies.com</a></td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. **Victoria Sugrue**
   - TDHCA Experience: Yes

2. **J. Michael Sugrue**
   - TDHCA Experience: Yes

3. **Ben Dempsey**
   - TDHCA Experience: Yes

 Org. 3

<table>
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<tr>
<th>Organization Legal Name: StoneLeaf Development Partners, LLC</th>
<th>Role/Title: Developer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 1902 S. 3rd Street</td>
<td>City: Mabank State: TX Zip: 75147</td>
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<td>Name(s) of Entities the Organization Owns or Controls:</td>
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<tr>
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<td>Date formed: 8/12/2013 Legal Org is or will be: Limited Liability Company</td>
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   - TDHCA Experience: Yes

2. **J. Michael Sugrue**
   - TDHCA Experience: Yes

3. **Ben Dempsey**
   - TDHCA Experience: Yes

4. **Victoria Sugrue**
   - TDHCA Experience: Yes

5. **J. Michael Sugrue**
   - TDHCA Experience: Yes

6. **Ben Dempsey**
   - TDHCA Experience: Yes
Tab 39

Previous Participation Form
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
# 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).

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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:mike@stoneleafcompanies.com">mike@stoneleafcompanies.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Mabank, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>SilverLeaf at Tool, LP</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

![X] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<td>HRA</td>
<td>SFD</td>
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<tr>
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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
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Person/Role: SilverLeaf at Tool GP, LLC / Managing Member, General Partner
Email Address: mike@stoneleafcompanies.com
City & State of Home Addr: Mabank, Texas
Applicant Legal Name: SilverLeaf at Tool, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: StoneLeaf Homes of Distinction, LLC / Managing Member  
Email Address: Victoria@stoneleafcompanies.com  
City & State of Home Addr: Mabank, Texas  
Applicant Legal Name: SilverLeaf at Tool, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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</thead>
<tbody>
<tr>
<td>08091</td>
<td>StoneLeaf at Dalhart</td>
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<td>HTC/Exchange</td>
<td>Oct-07</td>
<td></td>
</tr>
<tr>
<td>08157</td>
<td>SilverLeaf at Chandler I</td>
<td>Chandler</td>
<td>HOME</td>
<td>Aug-08</td>
<td></td>
</tr>
<tr>
<td>1001006</td>
<td>SilverLeaf at Chandler I, LP</td>
<td>Chandler</td>
<td>HOME</td>
<td>Aug-08</td>
<td></td>
</tr>
<tr>
<td>10026</td>
<td>SilverLeaf at Chandler II</td>
<td>Chandler</td>
<td>HTC</td>
<td>Aug-10</td>
<td></td>
</tr>
<tr>
<td>1001243</td>
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<td>Aug-10</td>
<td></td>
</tr>
<tr>
<td>11138</td>
<td>SilverLeaf at Gun Barrel City</td>
<td>Gun Barrel City</td>
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<td>Aug-11</td>
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</tr>
<tr>
<td>1001502</td>
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<td>Aug-11</td>
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</tr>
<tr>
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<td>StoneLeaf at Eustace</td>
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<td>Aug-13</td>
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</tr>
<tr>
<td>13033</td>
<td>StoneLeaf at Fairfield</td>
<td>Fairfield</td>
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<td>16043</td>
<td>SilverLeaf at Panhandle Seniors</td>
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<tr>
<td>16057</td>
<td>SilverLeaf at Mason</td>
<td>Mason</td>
<td>HTC</td>
<td>Aug-16</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

[ ] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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<tbody>
<tr>
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</tr>
<tr>
<td>Other:</td>
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| Person/Role: | StoneLeaf Development Partners, LLC |
| Email Address: | Mike@stoneleafcompanies.com |
| City & State of Home Addr: | Mabank, Texas |
| Applicant Legal Name: | SilverLeaf at Tool, LP |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<td>13033</td>
<td>StoneLeaf at Fairfield</td>
<td>Fairfield</td>
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Person/Role: Victoria Sugrue / Member
Email Address: Victoria@stoneleafcompanies.com
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<tr>
<td>08157</td>
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<td>Chandler</td>
<td>HOME</td>
<td>Aug-08</td>
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<td>HOME</td>
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<tr>
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<td>HTC</td>
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<td>HOME</td>
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<tr>
<td>11138</td>
<td>SilverLeaf at Gun Barrel City</td>
<td>Gun Barrel City</td>
<td>HTC</td>
<td>Aug-11</td>
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<tr>
<td>1001502</td>
<td>SilverLeaf at Gun Barrel City, LP</td>
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<td>HOME</td>
<td>Aug-11</td>
</tr>
<tr>
<td>13032</td>
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<td>Eustace</td>
<td>HTC</td>
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<tr>
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<td>16043</td>
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<td>Aug-16</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>
<th>HOME:</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>TBRA</th>
<th>DR</th>
<th>HRA</th>
<th>SFD</th>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
<th>Other:</th>
<th>NSP</th>
</tr>
</thead>
</table>

Victoria Sugrue / Member
Email Address: Victoria@stoneleafcompanies.com
City & State of Home Addr: Mabank, Texas
Applicant Legal Name: SilverLeaf at Tool, LP
1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, 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>
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<td>Aug-11</td>
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</tr>
<tr>
<td>1001502</td>
<td>SilverLeaf at Gun Barrel City, LP</td>
<td>Gun Barrel City</td>
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<td>Aug-11</td>
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<tr>
<td>13032</td>
<td>StoneLeaf at Eustace</td>
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<tr>
<td>13033</td>
<td>StoneLeaf at Fairfield</td>
<td>Fairfield</td>
<td>HTC</td>
<td>Aug-13</td>
<td></td>
</tr>
<tr>
<td>16043</td>
<td>SilverLeaf at Panhandle Seniors</td>
<td>Panhandle</td>
<td>HTC</td>
<td>Aug-16</td>
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<tr>
<td>16057</td>
<td>SilverLeaf at Mason</td>
<td>Mason</td>
<td>HTC</td>
<td>Aug-16</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

☐ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
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<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
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</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Tab 40

Nonprofit Participation

Not Applicable
Nonprofit Participation

Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.
- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

**Organization Name:**

Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?

If no to the question above, what is its current legal status?

If "Other" please specify:

Date of legal formation of Nonprofit Organization:

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?

   If “Yes”, will this nonprofit organization Control the Applicant?

   What is the ownership percentage of this nonprofit organization?

2) Describe the nonprofit’s participation:

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

4) Will the nonprofit receive part of the development fees paid in connection with the development?

   If "Yes," explain:
Tab 41

Nonprofit Supporting Documents

Not Applicable
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
Development Team Members
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Contact Information</th>
<th>Certification</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Interest with Applicant or other team members</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Developer:</strong></td>
<td>Mike Sugrue</td>
<td>StoneLeaf Development Partners, LLC</td>
<td>(903) 887-4344</td>
<td>StoneLeaf Construction, LLC</td>
<td>80% of Dev Fee</td>
<td>46-3578837</td>
</tr>
<tr>
<td><strong>Housing General Contractor:</strong></td>
<td>Mike Sugrue</td>
<td>StoneLeaf Construction, LLC</td>
<td>(903) 887-4344</td>
<td>StoneLeaf Construction, LLC</td>
<td>46-3585255</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Infrastructure General Contractor:</strong></td>
<td>Mike Sugrue</td>
<td>StoneLeaf Construction, LLC</td>
<td>(903) 887-4344</td>
<td>StoneLeaf Construction, LLC</td>
<td>46-3585255</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Cost Estimator:</strong></td>
<td>Mike Sugrue</td>
<td>StoneLeaf Construction, LLC</td>
<td>(903) 887-4344</td>
<td>StoneLeaf Construction, LLC</td>
<td>46-3585255</td>
<td>Yes</td>
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<tr>
<td><strong>Architect:</strong></td>
<td>Brian Rumsey</td>
<td>Cross Architects, PLLC</td>
<td>(972) 398-6644</td>
<td>Cross Architects, PLLC</td>
<td>03-0519517</td>
<td>No</td>
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</table>

2/27/2019
<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
<th>Email</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Tax ID Number (TIN)</th>
<th>Proposed Fee</th>
<th>Certified Texas HUB?</th>
<th>Direct or Indirect Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer:</td>
<td>Everett Griffith, Jr. and Associates, Inc.</td>
<td><a href="mailto:rfreeman@everettgriffith.com">rfreeman@everettgriffith.com</a></td>
<td>Rick Freeman</td>
<td>(936) 634-5528</td>
<td>75-1610243</td>
<td></td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Civil Engineer:</td>
<td>Everett Griffith, Jr. and Associates, Inc.</td>
<td><a href="mailto:rfreeman@everettgriffith.com">rfreeman@everettgriffith.com</a></td>
<td>Rick Freeman</td>
<td>(936) 634-5528</td>
<td>75-1610243</td>
<td></td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Market Analyst:</td>
<td>Apartment Market Data</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
<td>20-3964998</td>
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<td>No</td>
<td>No</td>
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<tr>
<td>Appraiser:</td>
<td>N/A</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attorney:</td>
<td>Mike Pruitt</td>
<td><a href="mailto:mpruitt@swbell.net">mpruitt@swbell.net</a></td>
<td>Mike Pruitt</td>
<td>(512) 858-2828</td>
<td></td>
<td></td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Accountant:</td>
<td>Novogradac</td>
<td><a href="mailto:kyle.zochert@novoco.com">kyle.zochert@novoco.com</a></td>
<td>Kyle Zochert</td>
<td>(512) 340-0420</td>
<td>94-3108253</td>
<td></td>
<td>No</td>
<td>No</td>
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</table>
### Property Manager:

<table>
<thead>
<tr>
<th>Contact Name</th>
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<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpha Barnes</td>
<td>(972) 643-3200</td>
<td><a href="mailto:mclark@alpha-barnes.com">mclark@alpha-barnes.com</a></td>
</tr>
</tbody>
</table>

Certified Texas HUB? [ ]

This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
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</tbody>
</table>

Certified Texas HUB? [ ]

This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]

### Bond Issuer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
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<tbody>
<tr>
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</table>

Certified Texas HUB? [ ]

This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]

### Syndicator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>RBC Capital Markets</td>
<td>(216) 875-2626</td>
<td><a href="mailto:daniel.kierce@rbccm.com">daniel.kierce@rbccm.com</a></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No [ ]

This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpha Barnes</td>
<td>(972) 643-3200</td>
<td><a href="mailto:mclark@alpha-barnes.com">mclark@alpha-barnes.com</a></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No [ ]

This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]
<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charlotte Sanders</td>
<td>(713) 266-2595</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><a href="mailto:csanders@riverwaytitle.com">csanders@riverwaytitle.com</a></td>
<td>47-4915752</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arx Advantage, LLC</td>
<td>(512) 963-2555</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><a href="mailto:robbie@arxadvantage.net">robbie@arxadvantage.net</a></td>
<td>45-3562013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tracry Watson</td>
<td>(832) 485-2227</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td><a href="mailto:tracy@phaseengineering.com">tracy@phaseengineering.com</a></td>
<td>$2,750.00</td>
<td>72-2502360</td>
<td></td>
</tr>
<tr>
<td>Victoria Sugrue</td>
<td>(903) 881-4344</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><a href="mailto:victoria@stoneleafcompanies.com">victoria@stoneleafcompanies.com</a></td>
<td>30-0380633</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Other: StoneLeaf Homes of Distinction, LLC</td>
<td>(903) 881-4344</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><a href="mailto:victoria@stoneleafcompanies.com">victoria@stoneleafcompanies.com</a></td>
<td>30-0380633</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2019
Tab 43

Architect Certification
The Architect Certification is included behind this tab.

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements.

Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
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 of 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 I (We) have reviewed and understand the Department's fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department’s website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
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 §11.101(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 11.101(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: [Signature]
Date: 02-19-19
Printed Name: Brian Rumsey
License Number and State: TX #18154
Firm Name (If applicable): Cross Architects

Page | 10
December 17, 2018
Additional Architect Statement

As referenced in the 2019 Architect Certification, this Additional Architect Statement includes the following:

1. The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as shown in the following calculation forms and in the Architectural Plans contained in this Application. A minimum of 5% of all dwelling units will be designed and built to be accessible for persons with mobility impairments and a minimum of 2% of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. The calculation forms include the total number of units, number and description of unit types, and number of units of each type that will meet accessibility requirements. This statement confirms that accessible units are distributed across unit types and also the development site as shown in the architectural plans.

2. Regardless of building type, all units accessed by the ground floor or by elevator ("affected units") meet the requirements of 10 TAC §11.101(b)(8)(B). The statement confirms that the proposed development complies with visitability requirements per Fair Housing Act Design Manual standards and includes the following:

   (i) All common use facilities are in compliance with the Fair Housing Design Act Manual;

   (ii) As required by the Fair Housing Design Act Manual, there is an accessible or exempt route from common use facilities to the "affected units" as shown on the architectural site plan; and

   (iii) Each "affected unit" includes the following features:

      (I) at least one zero-step, accessible entrance;

      (II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath complies with one of the specifications set forth in the Fair Housing Act Design Manual;

      (III) the bathroom or half-bath will have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;

      (IV) there is an accessible route from the entrance to the bathroom or half-bath, and the entrance and bathroom will provide usable width; and

      (V) light switches, electrical outlets, and thermostats on the entry level will be at accessible heights.

By:  
Signature  

Date: 02/22/2019  

Printed Name: BRIAN RUMSEY
Tab 44

Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2019 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

Evidence of SAM.gov registration for the applicant entity is attached behind this tab.

Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
January 23, 2015

Mr. J. Michael Sugrue

c/o Mike Sugrue
1920 S. 3rd Street
Mabank, Texas 75147

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2015 UNIFORM MULTIFAMILY RULES

Dear Mr. Sugrue:

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

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

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

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

Sincerely,

[Signature]

Jean M. Latsha
Director of Multifamily Finance
Tab 45

Applicant Credit Limit Documentation and Certification
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

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, 92306.6711(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. SilverLeaf at Tool, LP</td>
<td>No</td>
</tr>
<tr>
<td>2. SilverLeaf at Tool GP, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. Stonelake Homes of Distinction, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Victoria E. Sugrue</td>
<td>Yes</td>
</tr>
<tr>
<td>5. J. Michael Sugrue</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Ben Dempsey</td>
<td>Yes</td>
</tr>
<tr>
<td>7. Stonelake Development Partners, LLC</td>
<td>Yes</td>
</tr>
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<td>8.</td>
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<td>9.</td>
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<td>29.</td>
<td></td>
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<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] 2/19/2019  Its: Ben Dempsey, Principal  2/15/2019
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: StoneLeaf Homes of Distinction, LLC

Which is:  
X the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

☐ 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>SilverLeaf at Tool</td>
<td>4</td>
<td>Tool</td>
<td>100.00%</td>
<td>20.00%</td>
</tr>
<tr>
<td>SilverLeaf at Chandler III</td>
<td>4</td>
<td>Chandler</td>
<td>100.00%</td>
<td>20.00%</td>
</tr>
</tbody>
</table>

I acknowledge that:  

Ben Dempsey  
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:  

Victoria Jurgens  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

StoneLeaf Homes of Distinction, LLC

Printed Name

2/19/2019
Date

2/15/2019
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:  

Victoria E. Sugrue

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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<tr>
<td>Silverleaf at Tool</td>
<td>4</td>
<td>Tool</td>
<td>51.00%</td>
<td>51.00%</td>
</tr>
<tr>
<td>Silverleaf at Chandler III</td>
<td>4</td>
<td>Chandler</td>
<td>51.00%</td>
<td>51.00%</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Victoria E. Sugrue  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Victoria E. Sugrue  

Printed Name  

2/19/2019  

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: J. Michael Sugrie

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [ ] a Developer for the Applicant for this specific Application  
- [X] an Affiliate to the Applicant  
- [X] a Guarantor on the Application

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<tbody>
<tr>
<td>SilverLeaf at Tool</td>
<td>4</td>
<td>Tool</td>
<td>44.00%</td>
<td>33.00%</td>
</tr>
<tr>
<td>SilverLeaf at Chandler III</td>
<td>4</td>
<td>Chandler</td>
<td>44.00%</td>
<td>33.00%</td>
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</tbody>
</table>

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: J. Michael Sugrie

Date: 2/19/2019
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: Ben Dempsey

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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<tr>
<td>SilverLeaf at Tool</td>
<td>4</td>
<td>Tool</td>
<td>5.00%</td>
<td>16.00%</td>
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<tr>
<td>SilverLeaf at Chandler Ii</td>
<td>4</td>
<td>Chandler</td>
<td>5.00%</td>
<td>16.00%</td>
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I acknowledge that Ben Dempsey 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 recommendation which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] Ben Dempsey

Printed Name: [Ben Dempsey]

Date: 2/19/2019

2/15/2019
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: StoneLeaf Development Partners, LLC

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [ ] a Developer for the Applicant for this specific Application  
- [X] an Affiliate to the Applicant  
- [ ] a Guarantor on the Application

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</thead>
<tbody>
<tr>
<td>SilverLeaf at Tool</td>
<td>4</td>
<td>Tool</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>SilverLeaf at Chandler I</td>
<td>4</td>
<td>Chandler</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that should be signer of Development Owner Certification, is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Printed Name: StoneLeaf Development Partners, LLC

Date: 2/19/2019

2/19/2019
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: StoneLeaf Development Partners, LLC

Which is:
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☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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<tbody>
<tr>
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<td>4</td>
<td>Tool</td>
<td>0.00%</td>
<td>80.00%</td>
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<tr>
<td>Silverleaf at Chandler III</td>
<td>4</td>
<td>Chandler</td>
<td>0.00%</td>
<td>80.00%</td>
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</table>

I acknowledge that Ben Dempsey is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

[Printed Name]

[Date] 2/19/2019

4/25/2019
Tab 46

Community Input
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#</th>
<th>19052</th>
</tr>
</thead>
</table>

1. **Local Government Support - §11.9(d)(1)**
   - Only check the box if support documents are included in the Application.
   - **X** Resolution(s) of either “no objection” or “support” is included behind this tab.**
   - **X** City of Tool - Support
   - **X** Henderson County - Support

   **Note that resolutions are due March 1, 2019**

2. **Quantifiable Community Participation - §11.9(d)(4)**
   - Application expects to receive QCP points.
   - **Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

3. **Community Support from State Representative - §11.9(d)(5)**
   - Application expects to receive points for a letter from a Representative.
   - **X** Letter of either “support” or “opposition” is included behind this tab.**
   - **Note that letters are due March 1, 2019**

4. **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:

   **A. Cedar Creek Area Chamber of Commerce**
   - Name of Community Organization: Jo Ann Hanstrom
   - Contact Name
   - **X** Support
   - **X** Opposition

   **B. Adopt a Happy Tail Inc**
   - Name of Community Organization: Catherine Hamilton
   - Contact Name
   - **X** Support
   - **X** Opposition

   **C. Humane Society of Cedar Creek Lake**
   - Name of Community Organization: Lanette Ainsworth
   - Contact Name
   - **X** Support
   - **X** Opposition

   **D.**
   - Name of Community Organization
   - Contact Name
   - **Support**
   - **Support**

   **E.**
   - Name of Community Organization
   - Contact Name
   - **Support**
   - **Support**

   **F.**
   - Name of Community Organization
   - Contact Name
   - **Support**
   - **Support**
Resolution #2019-02R
City of Tool Resolution of Intent
SilverLeaf at Tool

WHEREAS, StoneLeaf Development Partners, LLC has proposed construction for affordable senior rental housing at 2001 N. Tool Drive (TR 26F, AB 553 T O Meux SUR) named SilverLeaf At Tool in the City of Tool, Henderson County and

WHEREAS, there is a need for affordable senior housing for the City of Tool Citizens of modest means; and

WHEREAS, StoneLeaf Development Partners, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Low Income Housing Tax Credit Program for the SilverLeaf At Tool development.

WHEREAS, there is a requirement for a de minimus commitment of development funding by the Local Political Subdivision of $250.

THEREFORE BE IT RESOLVED, that the City of Tool hereby supports the proposed SilverLeaf At Tool development, and confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov’t Code §2306.6703(a)(4), and

FURTHER RESOLVED that for and on behalf of the Governing Body, Mayor Tawnya Austin is hereby authorized, empowered, and directed to certify this resolution to the Texas Department of Housing and Community Affairs.

PASSED & APPROVED by the City Council of the City of Tool on this day, January 17\textsuperscript{th}, 2019.

APPROVED:

\[\text{[Signature]}

Tawnya Austin, Mayor

\[\text{[Signature]}

Makenzie Lyons, City Secretary
State of Texas

§

In the Commissioners Court
Of Henderson County

§

Resolution of Support

WHEREAS, StoneLeaf Development Partners, LLC, has proposed the construction of senior affordable rental housing known as the SilverLeaf at Tool Apartments, located at 2001 N Tool Drive in the County of Henderson, Texas; and

WHEREAS, StoneLeaf Development Partners, LLC, has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Tax Credits for the SilverLeaf at Tool Apartments development;

BE IT RESOLVED THAT, the County of Henderson, acting through its governing body, hereby confirms that it supports the proposed SilverLeaf at Tool Apartments proposed to be located at 2001 N Tool Drive and that this formal action has been taken to put on record the opinion expressed by the County of Henderson and confirms that its governing body has voted specifically to approve and authorize an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4).

APPROVED AND ADOPTED by the Henderson County Commissioners Court on this the 6th day of February, 2019.

Wade McKinney, County Judge

Scotty Thomas, Commissioner Pct 1

Chuck McHart, Commissioner Pct 3

Scott Tuley, Commissioner Pct 2

Ken Geeslin, Commissioner Pct 4
February 22, 2019

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX 78711-3941

RE: Silverleaf at Tool, Stoneleaf Development Partners, LLC

Dear Ms. Holloway,

The Silverleaf at Tool development, proposed for 2001 N. Tool Drive, Tool, Henderson County, TX, is within House District 10, which I represent. Based on the support of the City of Tool, I lend my support to this development application for housing tax credits.

Respectfully,

John Wray

CC:
Mike Sugrue  
StoneLeaf Companies  
1920 S 3rd St  
Mabank, TX 75147
January 28, 2019

RE: Silverleaf at Tool

To Whom it May Concern:

Texas Department of Housing and Community Affairs

I am writing this letter in support of the proposed affordable housing development to be built in Tool, TX to be known as Silverleaf at Tool. Our business community is aware of the shortage of affordable rental housing in Tool for our many area retirees. We are very hopeful this development will provide more seniors a better housing opportunity.

Tool is located approximately 50 miles from Dallas and is convenient to plenty of area shopping and dining alternatives in the area for our citizens and visitors.

The Cedar Creek Lake Area Chamber of Commerce is pleased to join the Tool City Council and other local officials and entities in support of this project.

We urgently request that TDHCA support and approve the construction of Silverleaf at Tool.

Sincerely,

Jo Ann Hanstrom
President

“The Mission Statement of The Cedar Creek Lake Area Chamber of Commerce is to attract, promote, and provide benefits for a growing business community.”
### Franchise Tax Account Status

As of: 05/02/2019 10:15:22

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th>THE GREATER CEDAR CREEK LAKE AREA CHAMBER OF COMMERCE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Taxpayer Number</td>
<td>17514554553</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>RR 3 BOX 30 KEMP, TX 75143-9803</td>
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<tr>
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<tr>
<td>Texas SOS File Number</td>
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</tr>
<tr>
<td>Registered Agent Name</td>
<td>DON R KINNEY</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
<td>1001 E CEDAR CREEK PARKWAY SEVEN POINTS, TX 75143</td>
</tr>
</tbody>
</table>
**TEXAS SECRETARY of STATE**  
**DAVID WHITLEY**

[UCC | Business Organizations | Trademarks | Notary | Account | Help/Fees | Briefcase | Logout]

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

- **Filing Number:** 33721701
- **Entity Type:** Domestic Nonprofit Corporation
- **Original Date of Filing:** January 30, 1974
- **Entity Status:** In existence
- **Formation Date:** N/A
- **Non-Profit Type:** N/A
- **Tax ID:** 17514554553
- **Duration:** Perpetual
- **Name:** THE GREATER CEDAR CREEK LAKE AREA CHAMBER OF COMMERCE
- **Address:** 205 W CEDAR CREEK PKWY STE B  
  Kemp, TX 751438088 USA

### REGISTERED AGENT

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Inactive Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don R Kinney</td>
<td>1001 E Cedar Creek Parkway</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Seven Points, TX 75143 USA</td>
<td></td>
</tr>
</tbody>
</table>

### FILING HISTORY

- Order  
- Return to Search

**Instructions:**

- To place an order for additional information about a filing press the 'Order' button.
"The Mission Statement of The Cedar Creek Lake Area Chamber of Commerce is to attract, promote and provide benefits for a growing business community."

Gun Barrel City • Eustace • Kemp • Mabank • Seven Points • Tool
"Working Together For Community Unity"

A relatively young organization (established in 2001), The Cedar Creek Lake Area Chamber of Commerce now boasts a membership approaching 500 members. Conveniently located at 604 S. Third Street in Mabank, the chamber offers exclusive referral to members, and maintains racks for a host of brochures, business cards, and other literature on emerging businesses and civic organizations. The friendly staff is on hand Monday – Friday, 9-12 and 1-5, closed Saturday, Sunday and holidays.

Under the direction of an eleven member Board of Directors representing the four chamber chapters, the chamber sponsors and/or participates in numerous activities each year, including: the Annual Awards Banquet in March, The Cedar Creek Lake Car Show & Kiwanis Krawfish Boil in May, The "Red Hot 18" Golf Tournament In July, Mabank ISD New Teachers Luncheon in August, Cedar Creek Lake Fall Business Expo in October, Leadership Cedar Creek Lake September – May annually, Monthly Luncheon meetings and a Monthly Business After Hours. Periodic seminars and workshops are hosted by the chamber to enhance business owner learning opportunities.

The Cedar Creek Lake Car Show & Kiwanis Krawfish Boil, held the first Saturday in May, has quickly become a premier event in east Texas. On the one day in May, funds are raised for the chamber, Kiwanis Club of Cedar Creek Lake and the Mabank ISD Education Foundation, through Drive One 4 UR School during the Car Show.

The 2013 event featured over 70 beautiful show cars, trucks, motorcycles and FUN for the community. Visit www.CedarCreekLakeCarShow.net for more information.

In addition to the many annual chamber "Hub" activities, the four chapters independently sponsor their own various community events, including Western Week in Mabank in June and Pioneer Days in Eustace in the fall. Several of the chapters host networking events monthly. Please check our Calendar of Events for a complete list. CCLACC Ambassadors, a group of approximately 20 volunteer chamber advocates, attend ribbon cuttings, solicit new members and assist where needed. The group meets for lunch the third Tuesday of each month and all members are encouraged to join.

For information on becoming a member of The Cedar Creek Lake Area Chamber of Commerce, call 903.887.3152 or email info@cedarcreeklakechamber.com.

Watch the "News" section of our Home Page for upcoming events and immediate information of interest.
Cedar Creek Lake Area Chamber of Commerce
@CCLACC

Home
About
Photos
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Videos
Posts
Community
Info and Ads

About

FIND US

604 S 3rd St, Ste E
Mabank, Texas

Call (903) 887-3152

Get Directions

HOURS

Open Now 9:00 AM - 12:00 PM, 1:00 PM - 5:00 PM

BUSINESS INFO

Business Details

Price Range $

ADDITIONAL CONTACT INFO

http://www.CedarCreekLakeChamber.com

MORE INFO

About

Exclusive referral agency offering member services & support to the business community, plus visitor information. We represent Chapters of CCLACC in Eustace, Gun Barrel City, Kemp, Mabank & Tool/Seven Points.

www.cedarcreeklakechamber.com

Public Transit

None

Public & Government Service: Government Organization
To Whom It May Concern:

Adopt A Happy Tail is in full support of the SilverLeaf at Tool affordable housing development for the local senior citizen population of the Cedar Creek Lake area. This type of development is much needed in our local communities and would be a huge benefit to our seniors.

Our organization serves the entire lake community, including the Tool area, and we look forward to the start and completion of this development. We pledge that we will help in any way we can to make this a reality.

Sincerely,

[Signature]

Catherine C. Hamilton
President
Filing Number: 801189744
Original Date of Filing: November 2, 2009
Entity Type: Domestic Nonprofit Corporation
Entity Status: In existence
Non-Profit Type: N/A
Duration: Perpetual
Name: Adopt A Happy Tail Inc.
Address: 204 WHISPERING TRL Gun Barrel City, TX 75156-3928 USA

<table>
<thead>
<tr>
<th>REGISTERED AGENT</th>
<th>FILING HISTORY</th>
<th>NAMES</th>
<th>MANAGEMENT</th>
<th>ASSUMED NAMES</th>
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<tr>
<td>Catherine C. Hamilton</td>
<td>204 Whispering Trail</td>
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<td>204 Whispering Trail</td>
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<td></td>
<td>Gun Barrel City, TX 75156 USA</td>
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<td>Gun Barrel City, TX 75156 USA</td>
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</tr>
</tbody>
</table>

Instructions:
- To place an order for additional information about a filing press the 'Order' button.
About

Mission
Our mission is to find the best forever homes for our rescued animals. Part of our mission is that ALL our adopted animals are spayed or neutered so they can't reproduce and have more unwanted babies! Spaying and neutering will also reduce the risk of cancer in dogs.

CONTACT INFO

Call (903) 880-4124
m.me/happytailsrescuebc
happytailsfgbc@yahoo.com
http://HappyTailsFGBC.org

MORE INFO

Company Overview
Our animals are available for adoption. We do NOT sell, nor do we breed animals. If an animal is under 6 months, they are not necessarily altered yet, but will have the appropriate shots for their age and the adopter is required to have the animal altered at the appropriate age.

General Information
An animal under 6 months of age is not always altered immediately, but will receive the appropriate shots their age. The adopter of an unaltered puppy will have to sign a commitment to have his new pet altered at the appropriate age.

Founding date
Adopt A Happy Tail was founded in 2004

Nonprofit Organization
Adopt A Happy Tail, Inc

A P.O. Box 1303, Mabank, TX 75147 rescue helping to find loving homes for Dogs, Cats, Horses.

Contact  Tina Hamilton
Phone   (903) 880-4124
Email  txtina1201@yahoo.com
Website  http://HappyTailsofGBC.org

Pets at Adopt A Happy Tail, Inc

<table>
<thead>
<tr>
<th>Types of Pets</th>
<th>Any</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age</td>
<td>Any</td>
</tr>
<tr>
<td>Sex</td>
<td>Any</td>
</tr>
</tbody>
</table>
This Rescue hasn't posted any pets that match these criteria.

Areas Adopt A Happy Tail, Inc Serves

All states

Adopt A Happy Tail, Inc's Adoption Process

Application, home visit, meeting with animals, adoption contract and adoption fee.

You can complete an APPLICATION FORM and return by email at txtina1201@yahoo.com.
About Adopt A Happy Tail, Inc

Adopt A Happy Tail INC has been in operation since 2004 and is a 501(c)3
Also operate a Pet Food Bank for those who need help feeding their pets.
Operate Totally on Donations

Animals are available for adoption. We do NOT sell animals, nor do we breed animals.
Our animals all have a donation associated with their adoption which is how we continue to save more. We completely vet all our animals according to their age. All animals over 6 months are spayed or neutered, up to date on shots, microchipped. If a animal is under 6 months, they are not necessarily altered yet, but will have the appropriate shots for their age and the adopter is required to have the animal altered at the appropriate age. Part of our mission is that ALL our adopted animals are spayed or neutered so they can't reproduce and have more unwanted babies!

Come Meet Adopt A Happy Tail, Inc's Pets

Bummer! Looks like this Rescue hasn't given us this information yet.
Adopt A Happy Tail, Inc's Adopted Pets

See Adopted Pets List ›

Make a donation to Adopt A Happy Tail, Inc to help homeless pets find homes

Bummer! Looks like this Rescue hasn’t given us this information yet.

Search and see photos of adoptable pets in the Mabank, TX area.

Find a Pet to Adopt

<table>
<thead>
<tr>
<th>Dogs</th>
<th>Cats</th>
<th>Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>78746</td>
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<tr>
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<td>50 miles or less</td>
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<tr>
<td>Breed</td>
<td>Any</td>
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<td></td>
</tr>
<tr>
<td>Color</td>
<td>Any</td>
<td></td>
</tr>
</tbody>
</table>
Adopt-a-Pet.com is the easiest way for you to search for a new pet in Mabank, TX.

Support Adoption and Rescue. Why go to a dog breeder, cat breeder or pet store to buy a dog or buy a cat when you can adopt?

Why Should You Adopt?

Dog adoption and cat adoption saves lives. Adopt a dog or adopt a cat and you'll have a friend for life. What is the difference between adopting a dog, adopting a cat, adopting a kitten or adopting a puppy versus getting dogs for sale, cats for sale, puppies for sale or kittens for sale from a dog breeder or a cat breeder?

When someone is breeding puppies or breeding kittens, they are creating new dogs and cats who need homes. Some people are interested in a very specific breed of dog, cat, puppy or kitten and they think the only way to
find that specific breed is to buy a dog for sale or buy a cat for sale from a puppy breeder or a kitten breeder. Yet animal shelters are filled with dogs and cats who must find homes.

So rather than buying a dog or puppy for sale from a dog breeder or buying a cat or kitten for sale from a cat breeder, we encourage people to adopt a dog, adopt a cat, adopt a puppy or adopt a kitten at their local animal shelter, SPCA, humane society or pet rescue group.

Sign up for Our Newsletter

Enter Email
Humane America Animal Foundation, dba Adopt-a-Pet.com, is a non-profit, tax-deductible 501(c)(3) adoption advertising charity. Our mission (and passion) is to help get homeless pets out of the shelters and into loving homes. Let us know what you think! Suggestion & Comment Box

Special thanks to our sponsors, Purina, The Petco Foundation, Petco, and Bayer Animal Health, whose support makes our life-saving work possible.
February 4, 2019

Texas Department of Housing and Community Affairs (TDHCA)
221 East 11th St.
Austin, Texas 78701

To Whom It May Concern:

The Humane Society of Cedar Creek Lake is in support of the SilverLeaf at Tool development of affordable housing for the local senior citizen population of Cedar Creek Lake. This planned development is needed in our local community and would be a benefit to our senior citizens.

Our board is in support of growing our community and supporting local development to benefit the wellbeing of our citizens. A housing community for seniors is an ideal way to service those type of needs. We look forward to this new development and hope this will be approved soon.

Sincerely,

Lanette Ainsworth
Board President Humane Society of Cedar Creek Lake
**Franchise Tax Account Status**

As of: 05/02/2019 10:27:46

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th>HUMANE SOCIETY OF CEDAR CREEK LAKE, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
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<tr>
<td><strong>Right to Transact Business in Texas</strong></td>
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<td><strong>State of Formation</strong></td>
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<td><strong>Texas SOS File Number</strong></td>
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<tr>
<td><strong>Registered Agent Name</strong></td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
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</table>
TEXAS SECRETARY of STATE
DAVID WHITLEY

Filing Number: 65218101
Entity Type: Domestic Nonprofit Corporation
Original Date of Filing: April 20, 1983
Entity Status: In existence
Formation Date: N/A
Non-Profit Type: N/A
Tax ID: 30007377051
Duration: Perpetual
Name: HUMANE SOCIETY OF CEDAR CREEK LAKE, INC.
Address: 2412 W MAIN ST
GUN BARREL CY, TX 75156-3638 USA

REGISTERED AGENT   FILING HISTORY   NAMES   MANAGEMENT   ASSUMED NAMES   ASSOCIATED ENTITIES

Name   Address   Inactive Date
THERESA P CRYER   2412 W. MAIN

Gun Barrel City, TX 75156 USA

Instructions:

To place an order for additional information about a filing press the ‘Order’ button.
Humane Society of Cedar Creek Lake - Tool Chapter

A 10200 County Road 2403, Tool, TX 75143 shelter helping to find loving homes for Dogs, Cats.

Contact

Phone (903) 432-3422

Email info@hsccl.org

Website http://www.hsccl.org

Pets at Humane Society of Cedar Creek Lake - Tool Chapter

Types of Pets
Any

Age
Any
This Shelter hasn't posted any pets that match these criteria.

Areas Humane Society of Cedar Creek Lake - Tool Chapter Serves

HSCCL is a private, non-profit 501(c)3 organization serving the animals and people of Kaufman and Henderson counties. We rescue and care for more than 3,000 animals each year.

HSCCL receives no government funding and is not affiliated with any national or other humane organizations. We depend solely on the generosity of individual and corporate supporters to fund our programs and services.
Humane Society of Cedar Creek Lake - Tool Chapter's Adoption Process

If you are interested in adopting one of our animals, please visit the shelter in person or you can fill out an application at https://www.hsccl.org/adoption-application-1.html and a shelter representative will contact you regarding the availability of the animal and set up a meet and greet.

Our adoption fees vary, but include spay/neuter, age appropriate shots, worming, and rabies.

About Humane Society of Cedar Creek Lake - Tool Chapter

Bummer! Looks like this Shelter hasn't given us this information yet.

Come Meet Humane Society of Cedar Creek Lake - Tool Chapter's Pets

Humane Society of Cedar Creek Lake
10200 County Road 2403
Tool, Texas 75143
903-432-3422
info@hscl.org or sheltermanager@hscl.org

Hours of operation:
Sunday - 11am - 4pm
Monday - 11am - 4pm
Tuesday - 11am - 4pm
Wednesday - CLOSED
Thursday - 11am - 4pm
Friday - 11am - 4pm
Saturday - 11am - 4pm

Humane Society of Cedar Creek Lake - Tool Chapter's Adopted Pets

See Adopted Pets List

Make a donation to Humane Society of Cedar Creek Lake - Tool Chapter to help homeless pets find homes

http://www.hscl.org/Donate.html

Search and see photos of adoptable pets in the Tool, TX
Find a Pet to Adopt

<table>
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Search

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Support Adoption and Rescue. Why go to a dog breeder, cat breeder or pet store to buy a dog or buy a cat when you can adopt?

Why Should You Adopt?
Dog adoption and cat adoption saves lives. Adopt a dog or adopt a cat and you'll have a friend for life.
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So rather than buying a dog or puppy for sale from a dog breeder or buying a cat or kitten for sale from a cat breeder, we encourage people to adopt a dog, adopt a cat, adopt a puppy or adopt a kitten at their local animal shelter, SPCA, humane society or pet rescue group.
Sign up for Our Newsletter

Enter Email

Pets

Get Involved

Shelter/Rescue

Our Organization

Information

Humane America Animal Foundation, dba Adopt-a-Pet.com, is a non-profit, tax-deductible 501(c)(3) adoption advertising charity. Our mission (and passion) is to help get homeless pets out of the shelters and into loving homes. Let us know what you think! Suggestion & Comment Box

Special thanks to our sponsors, Purina, The Petco Foundation, Petco, and Bayer Animal Health, whose support makes our life-saving work possible.

About The Shelter

Established in 1983, HSCCL is a non-profit 501(c)3 organization serving the needs of animals and people of Kaufman and Ellis counties and its surrounding municipalities. HSCCL has provided shelter, medical care, and care for more than 25,000 animals since its inception.

Mission: To promote the well-being of animals through care, education, and adoption. The Humane Society of Cedar Creek Lake (HSCCL) provides shelter, medical care, treatment, and care to every animal brought to our facility.

Support HSCCL Cambodia.

When you shop at smile.amazon.com, Amazon will donate to HSCCL.
Humane Society of Cedar Creek Lake

About

HOURS

1. Opens in 10 minutes 11:00 AM - 4:00 PM

BUSINESS INFO

1. Business Details
   Price Range $$

2. Founded in 1983

3. Mission
   To promote the humane treatment of animals though care, education and advocacy, HSCL provides shelter, food, medical treatment and TLC to every animal that is brought to our facility.

CONTACT INFO

1. Call (931) 432-3422
2. m.me/155194581183469
3. info@hsccl.org

MORE INFO

1. About
   HSCL is a 501c3 not for profit organization serving both
   Kaufman and Henderson Counties. We intake approximately
   2,500 animals a year.

2. Company Overview
   The Humane Society of Cedar Creek Lake (HSCL) is a
   private, non-profit 501(c)3 organization serving the animals
   and people of Kaufman and Henderson counties. ...

3. General Information
   Find Pets Available for at
   our Page regularly for Pets in need of
   Adoption/Foster/Rescue, upcoming HSCCL... See More

4. Founding date
   1983

STORY

Our Story
The Humane Society of Cedar Creek Lake...

* Rescues and cares for more than 3,000 animals each year
* Is a private, nonprofit organization serving the animals
  and people of Kaufman and Henderson Counties and beyond since 1983
* Receives no government funding and is not a United
  Way agency
* Receives no funding from, and is not affiliated wi...

See More

Milestones

2013
- Save the Shelter Fundraiser Goal Reached and Exceeded!
- Save the Shelter Fundraiser Goal Reached and exceeded!
Humane Society of Cedar Creek Lake

Home

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Photos

Please Donate!

Videos

Pets for Adoption

Adoption Application

Events

Volunteer

Posts

Notes

Community

Info and Ads
Tab 47

Required Third Party Reports
### Environmental Site Assessment (ESA) (All Multifamily Applications)

- **Prepared by:** Phase Engineering
- **Date of Report:** 2/25/2019

- X Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
- X If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
- X Development is funded by USDA and is not required to supply an ESA.

### Environmental Clearance (Section 811 PRA and Direct Loan applications only)

All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

- X Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
- X Documentation of HUD Environmental Clearance is included behind this tab.
- X Applicant has submitted an environmental packet to TDHCA and determination is pending.
- X Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.

MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 and documentation of HUD Environmental Clearance is included behind this tab.

- X Applicant has submitted an environmental packet to TDHCA and clearance is pending.
- X Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)

- X A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

  - **Name of Firm:**
  - **Contact Person:**
  - **Contact Telephone:**
  - **Email:**

### Primary Market Area Map

- X Primary Market Area (PMA) map with definition of PMA is included behind this tab.

- **Prepared by:** Apartment Market Data
- **Date of Report:** 2/26/2016

  - **Development Site Location:**
    - Longitude: 32.303397
    - Latitude: -96.201329

### Property Condition Assessment (PCA)

- **Prepared by:** N/A
- **Date of Report:**

### Appraisal

- **Prepared by:** N/A
- **Date of Report:**

### Site Design and Development Feasibility Report

- **Prepared by:** Everett Griffith, Jr and Associates
- **Date of Report:** 2/27/2019
February 26, 2019

Ms. Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P O Box 13941
Austin, TX 78711

Re: Application #19052 SilverLeaf at Tool

Dear Ms. Holloway:

This letter is to acknowledge the recommendations identified in the Phase 1 Environmental Assessment ("ESA") and to certify that the owner will comply with any and all recommendations made by the ESA provider.

Yours truly,

Ben Dempsey
SilverLeaf at Tool
2001 N. Tool Drive Tool, Texas 75143

Legend

<table>
<thead>
<tr>
<th>Site</th>
<th>Custom Boundary</th>
<th>CENSUS TRACTS</th>
</tr>
</thead>
</table>

Site Coordinates
Latitude/Y: 32.304236
Longitude/X: -96.200751

© 2018 Gadberry Group LLC. All Rights Reserved.
Data Source: Print Date: 7 February 2019
# MARKET ANALYSIS SUMMARY

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Apartment MarketData, LLC</th>
<th>Date:</th>
<th>2/12/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Darrell G Jack</td>
<td>Phone:</td>
<td>(210) 530-0040</td>
</tr>
</tbody>
</table>

## Development
- **SilverLeaf at Tool**

## Target Population:
- **Elderly**

## Site Location
- **2001 N. Tool Drive**
- City: **Tool**
- County: **Henderson**

## Site Coordinates:
- **Latitude**: 32.304236
- **Longitude**: -96.200751

## Primary Market Area (PMA)
- **336.44 Square Miles**

## CENSUS TRACTS

<table>
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<tr>
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</tr>
</tbody>
</table>
February 26, 2019

Mr. Brent Stewart
Texas Dept. of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Public Information Request - Release

Greetings:

As part of the market studies produced for the 2019 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the "Department") may publish any of the reports on the Department's website, release it in response to a request for public information, and make other use of the information as authorized by law.

Sincerely,

[Signature]

Darrell G. Jack
Market Analyst
President
### Tie-Breaker Information

**Tie-Breaker #1 (10 TAC §11.7(1))**
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

- **Is Site in Region 11 or 13?**
  - No
  - Poverty Rate = 10.9
  - **Yes**
  - Poverty Rate is less than 15.629.

- **Is Site in Region 11?**
  - No
  - Poverty Rate = NA
  - Applicable Poverty Rate = NA

- **Is Site in Region 13?**
  - No
  - Poverty Rate = NA
  - Applicable Poverty Rate = NA

- **Poverty Rate is less than 30.629.**

- **Poverty Rate is less than 20.629.**

- **Rent Burden Rank = 2696** (lower number wins tie)

**Tie-Breaker #2 (10 TAC §11.7(2))**
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

- Development Longitude: 32.303397
- Development Latitude: -96.201329
- Target Population: Elderly
- Closest Development serving same Population: SilverLeaf at Gun Barrel
- Application Number: 11138
- Address: 400 Church Street, Gun Barrel, TX
- Year of Award: 2011
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. In relation to the purchase contract, explain the significance of the “Option Fee Receipt” for $1,000 signed by the listing agent on 12/4/2018 (i.e., does it meet an obligation that the contract states and if so, which one).

2. In relation to the purchase contract, explain the significance of the “Receipt of Option Fee” for $1,000 signed by the Michelle DiBari on 3/1/2018 on Ebby Halliday letterhead (i.e., does it meet an obligation that the contract states and if so, which one).

3. In relation to the purchase contract, explain the significance of the notation of “11-28-18-$1,000” at the top of the “Receipt of Option Fee” for $1,000 signed by the Michelle DiBari on 3/1/2018 on Ebby Halliday letterhead (i.e., does it meet an obligation that the contract states and if so, which one).

4. In relation to the purchase contract, explain the significance of the “option fees ($2,000)” noted in the notarized letter signed by Karen Fate on April 25, 2019. Relate the $2,000 to the $1,000 due 3/1/2019 and $2,000 due 6/15/2019 that were required by the Addendum signed by Karen Fate on 12/3/2018 (i.e., does it meet an obligation that the contract states and if so, which one, or was it a mistake).
   - Regarding the first four items above, the notes below indicate discrepancies that should be explained:
     - The contract calls for earnest money of $2,000 by 12/7/2018 and $3,000 by 2/28/2019. The receipts in the deficiency response sent 4/30/2019 indicate $2,000 was paid on 12/6/2018 and $3,000 was paid, apparently late, on 4/25/2019.
     - The Addendum calls for an additional $1,000 by 3/1/2019 and $2,000 by 6/15/2019. There is a “Receipt of Option Fee” for $1,000 dated 3/1/2019 on the Realtor’s stationary and an “Option Fee Receipt” for $1,000, dated 12/4/2018, that was submitted in the deficiency response on the same page as three other receipts. The 12/4 receipt was signed by a real estate salesperson whereas the three other receipts were signed by an escrow agent. It is unusual that these documents were signed by different receivers, and the dates do not correspond to contractual deadlines.

5. Document that Karen Fate has the authority to sign for Larry Fate, the title holder of
record. Acceptable documentation can include, but is not limited to, a title commitment that reflects this authority by showing Karen Fate as the owner. Whatever is submitted to respond to this deficiency should account for the lack of evidence that Karen Fate has full control over the subject development site and can convey it despite ongoing probate or other concerns.

6. The contract does not indicate the acreage to be conveyed, but the title commitment indicates that it is 22.4975 acres. Please confirm or state otherwise. Do not change the cost schedule.

7. Sources and Uses conflicts with lender letter about the term of the mortgage.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5 pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5 pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.
**All deficiencies must be corrected or clarified by 5 pm Austin local time on Monday, May 13, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
Ben,

Per our conversation, our explanation to the deficiency notice below is as follows:

1-4. There is only one contract between the purchaser and seller. The seller wanted to have some funds paid directly to her instead of escrow which are the “option” payments. The seller agreed and paid a portion directly to the seller and the rest was paid into escrow.

5. Ms. Fate is the sole beneficiary and Executor of Mr. Fate’s estate. We previously submitted the documents that show Ms. Fate has file Mr. Fate’s Will in Probate Court. The documents indicate that she will be entitled to the letters of Testamentary for the court. She should have these letters prior to closing giving her the ability to sell the property.

6. The correct acreage for the contract and title is 22.4975. The actual site is 15.963. The owner will be donating the remaining 6.5345 acres to the city for a park. We can work the cost out with REA if needed.

7. The revised S&U to correct the loan term is attached to this email.

Sincerely,
Robbye

---

In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. In relation to the purchase contract, explain the significance of the “Option Fee Receipt” for $1,000 signed by the listing agent on 12/4/2018 (i.e., does it meet an obligation that
### Sources of Funds and Financing Narrative

**Information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).**

#### Financing Participants Funding Description

<table>
<thead>
<tr>
<th>Construction Period</th>
<th>Permanent Period</th>
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<tr>
<td></td>
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<td></td>
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#### Debt

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#### Multifamily Direct Loan

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#### MF Direct Loan Const.

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<tbody>
<tr>
<td>Only (Repayable)</td>
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#### MF Direct Loan Const. to Perm. (Repayable)

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<tbody>
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#### MF-5/7/2019_9:48am-bps

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<th>Interest Rate (%)</th>
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<tbody>
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#### Total Sources of Funds

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<th>Total Uses of Funds</th>
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<tbody>
<tr>
<td>$11,014,621</td>
<td>$11,014,621</td>
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</tbody>
</table>

#### Rent-up - new funds

- **Rent-up - new funds**
  - $60,000

#### Rent-up - existing reserves

- **Rent-up - existing reserves**
  - $220,000

#### Operating - new funds

- **Operating - new funds**
  - $1,025,000

#### Operating - existing reserves

- **Operating - existing reserves**
  - $77,653

#### Replacement - new funds

- **Replacement - new funds**
  - $355,353

#### Replacement - existing reserves

- **Replacement - existing reserves**
  - $0

#### Escrows - new funds

- **Escrows - new funds**
  - $0

#### Escrows - existing reserves

- **Escrows - existing reserves**
  - $0

#### Subtotal Reserves

- **Subtotal Reserves**
  - $280,000

#### TOTAL HOUSING DEVELOPMENT COSTS

- **TOTAL HOUSING DEVELOPMENT COSTS**
  - $11,014,621

#### Third Party Equity

- **RBC**
  - $990,214
- **HTC**
  - $2,091,968
- **StoneLeaf Development Partners, LLC**
  - $772,653
- **Direct Loan Match**
  - $355,353
In the course of the Department’s Housing Tax Credit **Eligibility/Selection/Threshold** and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

<table>
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<th>Tab</th>
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<tr>
<td>10.</td>
<td>Tab 10, Opportunity Index – The list of items selected for points in the application does not include all items, for which evidence was provided. Update the selections and resubmit.</td>
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<tr>
<td>11.</td>
<td>Tab 11, Site Acreage – Where in the Site Control is this acreage given? State which page of the purchase contract this number appears.</td>
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<tr>
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<td>Tab 12, Proof of Consideration – The documentation presented is not clear. There should be $6,000 worth of receipts at this point and I don’t see that. Provide any missing receipts.</td>
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<tr>
<td>12.</td>
<td>Tab 12, Legal Description – The legal description in the title commitment is not in a format that is comparable to the legal description contained in the purchase contract. Do you have something that confirms that both descriptions pertain to the same site?</td>
</tr>
<tr>
<td>12.</td>
<td>Tab 12, Title Commitment – The owner of the property is given as Larry Fate on the title commitment but Larry Fate is not mentioned as a co-owner on the purchase contract. Karen Fate is the only seller shown on the purchase contract. Rectify the ownership issue.</td>
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<tr>
<td>31.</td>
<td>Tab 31, Financing Narrative – The replacement reserves section of the narrative was left blank. Fill it in with the appropriate information.</td>
</tr>
<tr>
<td>34.</td>
<td>Tab 34, City Resolution – The resolution provided, to confirm the city’s contribution, did not state that the city had resolved to provide a contribution, neither did it state what form the contribution would take. Provide a new document, which meets the requirements of the rule found in §11.9(e)(1).</td>
</tr>
<tr>
<td>45.</td>
<td>Tab 45, Credit Limit Pt. 2 – The form for the developer entity does not indicate who may withdraw the application. Correct the form and resubmit.</td>
</tr>
<tr>
<td></td>
<td>Site Design and Feasibility Report – Where is the property identification number in the report?</td>
</tr>
</tbody>
</table>

The above list may not include all Administrative Deficiencies such as those that may be identified **upon a supervisory review of the application.** Notice of additional Administrative Deficiencies may appear in a separate notification.
All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 2, 2019. Please respond to this email as confirmation of receipt.**

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**About TDHCA**

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

---

**Elizabeth Henderson**  
Program Specialist III  
Texas Department of Housing and Community Affairs
Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
April 30, 2019

Ms. Elizabeth Henderson
Multifamily Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Dear Ms. Henderson,

We are in receipt of the deficiency notice issued April 25, 2019 for 19052 SilverLeaf at Tool Apartments and have responded to those requests in the following response.

1. **Tab 10, Opportunity Index** – The list of items selected for points in the application does not include all items, for which evidence was provided. Update the selections and resubmit.
   Tab 9 has been revised to be consistent with the evidence provided.

2. **Tab 11, Site Acreage** – Where in the Site Control is this acreage given? State which page of the purchase contract this number appears.
   The site acreage amount is not listed but the tract is listed on page 1 and is consistent with Exhibit A on page 5 of the title commitment. Both pages are attached with this response.

3. **Tab 12, Proof of Consideration** – The documentation presented is not clear. There should be $6,000 worth of receipts at this point and I don’t see that. Provide any missing receipts.
   The additional escrow and option receipts are attached along with a statement from the owner indicating the contract is still in force.

4. **Tab 12, Legal Description** – The legal description in the title commitment is not in a format that is comparable to the legal description contained in the purchase contract. Do you have something that confirms that both descriptions pertain to the same site?
   The tract listed on page 1 of the contract is consistent with the tract listed in Exhibit A on page 5 of the title policy. Both pages are attached in item #2 above.

5. **Tab 12, Title Commitment** – The owner of the property is given as Larry Fate on the title commitment but Larry Fate is not mentioned as a co-owner on the purchase contract. Karen Fate is the only seller shown on the purchase contract. Rectify the ownership issue.
   Larry Fate is the husband of Karen Fate. Larry Fate passed away and Karen Fate is the only heir and the executor of his estate. The appropriate sections of his will are included in this response.
6. Tab 31, Financing Narrative – The replacement reserves section of the narrative was left blank. Fill it in with the appropriate information. The narrative has been revised as requested.

7. Tab 34, City Resolution – The resolution provided, to confirm the city’s contribution, did not state that the city had resolved to provide a contribution, neither did it state what form the contribution would take. Provide a new document, which meets the requirements of the rule found in §11.9(e)(1).
   We have provided a letter from the Mayor indicating the $250 that is referenced in the resolution to provide an in-kind contribution towards permitting fees. These were already reflected in the development cost schedule.

8. Tab 45, Credit Limit Pt. 2 – The form for the developer entity does not indicate who may withdraw the application. Correct the form and resubmit.
   The form has been revised as requested.

9. Site Design and Feasibility Report – Where is the property identification number in the report?
   The Executive Summary has been revised to include the property identification number.

Should you need further clarification or correction, please do not hesitate to contact me.

Sincerely,

Robbye G. Meyer
Principal, Managing Member
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

1. **Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]**

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

   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).

   - 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 (1 point).

   - 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.

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

   - The census tract has a median household income rate in the two highest quartiles within the region (2 points).

   - 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 (1 point).

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   - 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.

   - 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:

4/30/2019
PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 2-12-18

UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Karen Fate (Seller) and StoneLeaf Development Partners, LLC &/or its assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 7 Block TR 26F, AB 553 TO Meux SUR, TR 26F (minus 20x30 easement for billboard TBD) Addition, City of Tool, County of Henderson, Texas, known as 2001 N. Tool Drive, 75146-7914 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:
   A. Cash portion of Sales Price payable by Buyer at closing: $130,000.00
   B. Sum of all financing described in the attached: $130,000.00
      [ ] Loan Assumption Addendum, [ ] Seller Financing Addendum.
   C. Sales Price (Sum of A and B): $130,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: n/a

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver $1,000.00 to as escrow agent, at 5 Riverway, Suite 300 Houston, Texas 77050 (address). Buyer shall deposit additional earnest money of $30,000.00 to escrow agent within 3 days after the effective date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 16, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

6. TITLE POLICY AND SURVEY:
   A. TITLE POLICY: Seller shall furnish to Buyer at [ ] Seller's [ ] Buyer's expense an owner's policy of title insurance (Title Policy) issued by Riverway Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
      (1) Restrictive covenants common to the platted subdivision in which the Property is located.
      (2) The standard printed exception for standby fees, taxes and assessments.
      (3) Liens created as part of the financing described in Paragraph 3.
      (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
      (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
      (6) The standard printed exception as to marital rights.
      (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
      (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
         [x] (i) will not be amended or deleted from the title policy; or
         [ ] (ii) will be amended to read, "shortages in area" at the expense of [ ] Buyer [ ] Seller.
      (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
   B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address.
EXHIBIT "A"

All that certain lot, tract, or parcel of land situated in the T.O. Meux Survey Abstract 553, Henderson County, Texas, being a portion of a called 52.70 acre tract of land as described by deed to Hardy Mason et ux recorded in Volume 766, Page 275 of the Deed Records of Henderson County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows:

BEGINNING on the southeast corner of this tract on an iron rod also being the southeast corner of the above mentioned 52.70 acres located at a fence corner.

THENCE S 88° 32' 54" W 1023.80 feet and S 85° 52' 30" W 417.09 feet along a fence to a found iron pipe for the southwest corner of this tract and the above mentioned 52.70 acres.

THENCE N 00° 11' 19" W 541.18 feet to a set iron rod for the northwest corner of this tract;

THENCE N 73° 50' 42" E 1265.71 feet to a set iron rod at fence corner for the northeast corner of this tract located on the west line of Highway 274.

THENCE S 35° 05' 21" E 347.22 feet along said line to a found iron rod for an angle corner of this tract and being located on the east line of the said 52.70 acres;

THENCE S 02° 43' 02" E 553.92 feet to the place of beginning and containing 22.4975 acres of land.
Ben Dempsey  
StoneLeaf Companies  
1920 S. 3rd Street  
Mabank, TX 75147  

RE: Site Control  

Mr. Dempsey,  

I, Karen Fate, acknowledge that StoneLeaf Development Partners, LLC and/or it’s assigns maintains site control of the property located at 2001 N. Tool Drive, Tool, TX 75143. As of this date, all earnest monies ($5,000) and option fees ($2,000) are current.  

Sincerely,  

Karen Fate  

STATE OF TEXAS  

COUNTY OF HENDERSON  

Personally came before me this 25th day of April, Karen Fate, who executed the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.  

Abigail Owens  
Signature  

Abigail Owens  
Printed Name  

Notary Public, Henderson County, Texas  
My Commission expires June 21, 2020
OPTION FEE RECEIPT

Receipt of $1,000.00 (Option Fee) in the form of Check # 002 740 is acknowledged.

Ted Sandells
Seller or Listing Broker

Date: 12/4/18

EARNEST MONEY RECEIPT

Receipt of $6,000.00 Earnest Money in the form of check

Charlotte Sanders
Escrow Agent

Date/Time: 12/1/18

Address: 5 Riverway Suite 600
City: Houston
State: TX
Zip: 77056
Phone: (713) 816-8595
Fax: (713) 816-8593

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Charlotte Sanders
Escrow Agent

Date: 12/1/18

Address: 5 Riverway Suite 600
City: Houston
State: TX
Zip: 77056
Phone: (713) 816-8595
Fax: (713) 816-8593

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $3,000.00 additional Earnest Money in the form of Wire Transfer

Riverway Title Group
Charlotte Sanders

Date/Time: 12/1/18

Address: 5 Riverway Suite 600
City: Houston
State: TX
Zip: 77056
Phone: (713) 816-8595
Fax: (713) 816-8593
RECEIPT OF OPTION FEE

The undersigned acknowledges receipt of the following instrument delivered as an Option Fee.

Personal check # 002846
From: Stoneleaf Development Partners
To: Karen Tate
Amount: $ 1000.00

Date: 3/1/19
Time: 12:23

Printed Name: Michelle DiBari
<table>
<thead>
<tr>
<th>Product</th>
<th>Name</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>COPY</td>
<td>COPIES</td>
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</tr>
<tr>
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<td>No Charge</td>
<td>$27.00</td>
</tr>
<tr>
<td>Certified Copies</td>
<td></td>
<td>$5.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$32.00</strong></td>
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<tr>
<td>Tender (CASH)</td>
<td></td>
<td><strong>$32.00</strong></td>
</tr>
<tr>
<td>Paid By</td>
<td>ROB WILLIAMS WITH EBBY HALLIDAY REALTORS</td>
<td></td>
</tr>
</tbody>
</table>

Thank You for Your Business
IN RE: LARRY DEAN FATE

APPLICATION FOR PROBATE OF WILL AND ISSUANCE OF LETTERS TESTAMENTARY

TO THE HONORABLE JUDGE OF SAID COURT:

Applicant, KAREN MAE FATE, furnishes the following information to the Court for the probate of the written Will of LARRY DEAN FATE, Decedent, whose last three numbers on his DRIVER'S LICENSE was 996 and SS# was 106. Applicant is an individual interested in this estate and whose last three numbers of her Texas Drivers License No. are 584 and last three numbers of her social security numbers are 007. Applicant's address is 2301 Private Road 6401, Tool, Henderson County, Texas 75143. Applicant seeks issuance of Letters Testamentary: Applicant is the widow of the decedent. The first identified Independent Executor named in the will is Applicant and she is to serve without bond.

2. Decedent, died on December 12, 2017 at the age of 76 years. Decedent had a date of birth of May 20, 1941 and his residence address was 2301 Private Road 6401, Tool, Henderson County, Texas 75143

3. This Court has jurisdiction and venue because Decedent was domiciled and had a fixed place of residence in this county on the date of death.

4. Decedent owned real property, stocks and personal effects of a probable value in excess of $400,000.00.
5. Decedent left a typed "Last Will and Testament of Larry Dean Fate" the original of which has been misplaced but that was later recognized in a signed and self proven "First Codicil to Last Will and Testament of Larry Dean Fate" dated September 8, 2000. Neither the will or the codicil was never revoked and a valid copy of the original and the original codicil are filed herewith.

6. The decedent was married to the Applicant at the time he made both the will and the codicil.

7. A necessity exists for the administration of this Estate.

8. The Will was witnessed in accordance with Texas law and was made self proving. The witnesses of the will were Larry L. Ramsey and Denise Chock Irion, who are not heirs of the decedent. The Codicil to the Will was witnessed in accordance with Texas law and was made self proving. The witnesses of the codicil to the will were Barbara Fuston and John T. Fuston, Sr., who are not heirs of the decedent.

9. No child or children were born to or adopted by Decedent after the date of making the Will.

8. Decedent's Will did not name any state, governmental agency of a state, or charitable organization as a devisee under said Will.

9. Decedent's Will named applicant as Independent Executor to serve without bond or security. Applicant is not disqualified by law from serving as such or from accepting Letters Testamentary, and such would be entitled to such Letters.

10. No medicaid services were used by the deceased and no lien on any property is subject to a medicaid claim of reimbursement.

WHEREFORE, Applicants pray that Citation issue as required by law to all persons interested in this Estate; that the Will be admitted to probate; that Letters Testamentary be issued to Applicant; and that all other orders be entered as the Court may deem proper.
Respectfully submitted,

/S/ Jeffrey C. Irion

JEFFREY C. IRION
P. O. Box 5527
Gun Barrel City, Texas 75147-5012
(903) 887-4050, Fax (866) 422-8403
State Bar No. 10413500
ATTORNEY FOR THE ESTATE

APPLICATION FOR LETTERS OF INDEPENDENT ADMINISTRATION - Page 2
LAST WILL AND TESTAMENT

OF

LARRY DEAN FATE

THE STATE OF TEXAS

COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS:

I, LARRY DEAN FATE, a resident of Henderson County, Texas, being of sound and disposing mind and memory, married, and over the age of eighteen (18) years, do hereby make, publish, and declare this to be my last Will, hereby revoking all other Wills and Codicils heretofore made by me.

FIRST

IDENTITY OF SPOUSE

I am married to Karen Mae Fate hereinafter referred to as "my spouse." I have no children.

SECOND

PROPERTY BEING DISPOSED

It is my intention to dispose of only my interest in the community property of my self and of all of my separate property. I do not intend to exercise any power of appointment which I now possess or which may hereafter be conferred on me, unless such power is specifically referred to herein or in any Codicil hereto.

THIRD

RESIDUE-PRIOR DEATH OF SPOUSE

In the event that my spouse should not survive me, I give, devise and bequeath the rest and residue of my entire estate to the following individuals in equal undivided shares:
FIFTH

RESIDUE-SURVIVAL OF SPOUSE

In the event that my Spouse should survive me, I direct my executor to accumulate my estate and divide such into three separate amounts, hereinafter referred to as the "Primary Amount" and "Marital Trust" and "Residuary Amount".

The "Primary Amount" shall be equal to the amount that when added to my spouse's estate at the time of my death would cause no federal estate tax to be due and that would utilizes the federal unified credit available to my spouse's estate if she had died on the day following my death. This amount will be zero if her estate value at the time of my death exceeds the federal unified credit available at the time of my death. I give devise and bequeath the Primary Amount, of whatever amount to my spouse.

The "Marital Trust" shall consist of all of the remainder of my assets up to a maximum amount equal to the amount that I may bequeath at my death that causes no federal estate tax to be due and that utilizes the federal unified credit available to my estate. It is required that the assets allocated to the Marital Trust shall be satisfied only from assets qualifying for the marital deduction. Conditioned that such shall qualify for the marital deduction and does not jeopardize the minimal estate tax design of this will, my spouse shall be entitled to designate any residence we are occupying at the time of my death and any of my jewelry, clothing, household furniture and furnishings, chinaware, silver, pictures, works of art, books, personal automobiles, boats, and other tangible articles of personal nature, not otherwise specifically disposed of by this Will, together with any insurance thereon to pass to her as her
In such an instance, she shall designate liquid assets in an amount equal to the value of my community estate interest in the assets she elects to receive under this section, to pass into the trust created herein.

The "Residuary Amount" shall consist of all of the remaining portion of my estate of all kinds where ever situated. I give, devise and bequeath the assets comprising the "Residuary Amount" to my spouse.

FIFTH

PAYMENT AND DISTRIBUTION OF MARITAL TRUST

Discretionary Payments of Principal and Income

(1) The Trustee shall pay to my spouse or apply for her benefit, from the time of my death for her lifetime, all amounts necessary to maintain my spouse in the manner and comfort level that my spouse enjoyed at the time of my death, from the time of my death for her lifetime.

Distribution of Trust

(3) On the death of my spouse, the balance of the remaining Marital Trust including all principal, but not including undistributed income from the Marital Trust shall pass to the following named individuals in equal undivided shares:

SIXTH

ANTI-LAPSE PROVISIONS

In the event that any of my heirs as named above shall predecease me or shall be deemed to have predeceased
## 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).

It is contemplated that the Construction lender will make a construction loan of approximately $8,150,000. The syndicator will advance approximately $2,091,106 of equity proceeds to complete construction. In addition the total syndication proceeds shall be approximately $8,514,988 which when added to the permanent loan of $2,144,280 and the approximate deferred developer fee of $355,353 will be sufficient to complete the property to stabilized occupancy.

### Describe the replacement reserves
Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The General Partner will establish and maintain a Replacement Reserves account to provide for capital needs, improvements, replacement costs and contingencies.

### 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).

There are no operating subsidies associated with this property.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

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

**Printed Name**

**Date**

**Telephone:**

**Email address:**

If a revised form is submitted, date of submission:

---

4/30/2019
April 26, 2019

TDHCA
221 East 11th Street
Austin, TX 78701

RE: De-minimus Contribution

To Whom It May Concern:

The below correspondence will provide clarification on the City of Tool’s Resolution of Intent; #2019-02R with specific regard to the requirement for a de-minimus commitment of development funding by the Local Political Subdivision of $250. It is the intent of the City to fulfill the de-minimus requirement of the $250 with an in-kind contribution towards permitting fees of the proposed development. Should you have any other questions or require additional information you may contact me at the number or email above.

Sincerely,

Tawnya Austin
Mayor
City of Tool
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Stoneleaf Development Partners, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [X] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<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>Silverleaf at Tool</td>
<td>4</td>
<td>Tool</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
<tr>
<td>Silverleaf at Chandler III</td>
<td>4</td>
<td>Chandler</td>
<td>0.00%</td>
<td>80.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Ben Dempsey] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Stoneleaf Development Partners, LLC

Printed Name

Date: 2/19/2019

4/29/2019
EXECUTIVE SUMMARY

The Silverleaf at Tool home development will be a multi-family complex with a total of 44 one-bedroom/one-bath and 28 two-bedroom/one-bath units. The facility will consist of 16 apartment buildings and a clubhouse.

The development is to be situated on a 15.963 acre tract of land located in Henderson County, Texas. The project site is physically located on the western side of North Tool Drive (State Highway 247) immediately north of the incorporated limits of the City of Tool. The property identification number for the site is R000015529. North Tool Drive is a state maintained roadway. The site is currently undeveloped.

The City of Tool will annex this area when this project goes forward. The site will need to be zoned to Multiple-Family Residential District (MF-1).

The property will need to be platted as required by the city for the development of this project.

The City of Tool was contacted in regards to their regulations pertaining to the proposed development. Among other things, the City regulates parking requirements and building setback requirements. The proposed site plan (see Attachment F - Preliminary Site Plan) meets those regulations.

Necessary utilities such as water, sanitary sewer, electrical, telephone, cable, and internet are all currently available or are within a reasonable distance from the site. However, natural gas is not currently available in this area. Utility providers were contacted as part of this feasibility study and all those noted confirmed availability.

Based upon the following feasibility study, Everett Griffith, Jr. and Associates, Inc. believes that the proposed site is suited for the proposed development.
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
Department 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
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application.pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf