2019 Multifamily Uniform Application
2019 Multifamily Uniform Application Certification

Development Name: Residences at Lake Waco

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 §11.11(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.

Residences at Lake Waco, Ltd.

Applicant Entity Name

By:

Signature of Authorized Representative
Jeremy Mears

Printed Name
Manager of GP

Title
2/27/19

Date

Sworn to and subscribed before me on the
by

Jeremy Mears

(Personalized Seal)

27th day of February, 2019

Notary Public Signature
Louisiana

Notary Public, State of

Duhart

County of

Date

My Commission Expires:

Date

2/25/2019
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

2/28/2019
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 that in accordance with the Department’s rules the aspects of the Development may not have been determined or selected or may be subject to change, such as changes in the amenities ultimately selected and provided.

The Development Owner is and will remain in compliance with state and federal laws, including but not limited to, fair housing laws, including Chapter 304, 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 Ac: 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 the allocation and is subject to the Unused Credit or Penalty Fee pursuant to §11.901(16) of the Qualified Allocation Plan.

x____ 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.

x____ 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.

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December 17, 2018
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 TRDC-USDA assisted property, the Development Site is not located in the one-hundred year floodplain unless the existing structures already meet the requirements for New Construction or Reconstruction, as certified to by a Third Party engineer, or unless the state or local government has undertaken and can substantiate sufficient mitigation efforts and such documentation is submitted in the Application.

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

- [x] The Development is not located in an area with undesirable site features as further described in §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)

X 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):

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

_____ in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;

_____ is located within 1,000 feet of a blighted or abandoned area as further described in §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 Provisor, 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 §11.1C1(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 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.
Before me, a notary public, on this day personally appeared
Jeremy Mears, known to me to be the person whose name is
subscribed to the foregoing document and, being by me first duly sworn, declared and certified
that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of
February, 2019

[Seal]

Notary Public Signature

[Signature]

2019 Development Owner Certification
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)(l) 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):
  - in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);
  - in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
  - is located within 1,000 feet of a blighted or abandoned area as further described in §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]

Jeremy Means

Manager of GP

Date 7/8/19

THE STATE OF Louisiana

COUNTY OF Ouachita

Before me, a notary public, on this day personally appeared Jeremy Means, 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 8th day of July 2019

(Seal)

Notary Public Signature
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 relating to the Housing Tax Credit Program; therefore, Applicant assumes the risk of all damages, losses, costs, and expenses related thereto and agrees to indemnify and hold harmless the Department and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the Department may hereinafter suffer, incur, or pay arising out of its decisions and actions concerning this Application for Housing Tax Credits or the use of information concerning the Housing Tax Credit Program.

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

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

Signature of Authorized Representative

JEREMY MEARS

Printed Name

MANAGER OF GP

Title

2/27/19

Date

THE STATE OF Louisiana

§

§

COUNTY OF Ouachita

§

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

JEREMY MEARS, 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 27 day of January, 2019

(Seal)

Notary Public Signature

Page | 8
December 17, 2018
By: Mia Mears
Signature of Authorized Representative

Mia Mears
Printed Name

Manager of C.P.
Title

2-27-19
Date

THE STATE OF Louisiana

COUNTY OF Ouachita

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of January 2019

(Seal)

[Notary Public Signature]
By: [Signature]

Signature of Authorized Representative

Evon Harris

Printed Name

Manager

Title

2/14/19

Date

THE STATE OF TX §

COUNTY OF Tarrant §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of February, 2019

(Seal)

SERGIO I. POPPE
Notary Public
STATE OF TEXAS
My Comm. Exp. Aug. 19, 2019

Notary Public Signature
By: __________________________

Signature of Authorized Representative

Travis Harris

Printed Name

Manager

Title

2/20/19

Date

THE STATE OF _________ §

COUNTY OF _________ §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of Feb., 2019

(Seal)

TARA A. BROOKS
Notary Public, State of Texas
Comm. Expires 10-08-2022
Notary ID 12435787-3

Notary Public Signature
By: __________________________

Signature of Authorized Representative

Madison Harris

Printed Name

Manager

Title

2/14/19

Date

THE STATE OF _____ $

COUNTY OF _____ $

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

Madison Harris known to me to be the person whose name is

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

that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of February, 2019

(Seal)

Sergio L. Poppe
Notary Public
State of Texas
My Comm. Exp. Aug. 16, 2019

Notary Public Signature
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> Jeremy Mears</td>
</tr>
<tr>
<td><strong>Phone:</strong> (210) 669-3081</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jmears@mearsdevelopment.com">jmears@mearsdevelopment.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> PO Box 8175</td>
</tr>
<tr>
<td><strong>Street:</strong> 943 S Lake Street</td>
</tr>
<tr>
<td><strong>City:</strong> Salt Lake City</td>
</tr>
<tr>
<td><strong>State:</strong> UT</td>
</tr>
<tr>
<td><strong>Zip:</strong> 84105</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Evon Harris</td>
</tr>
<tr>
<td><strong>Phone:</strong> (817) 424-3908</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:evon@holleman-associates.com">evon@holleman-associates.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Kathryn Saar</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 828-6413</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:kathryn@holleman-associates.com">kathryn@holleman-associates.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 943 S Lake Street</td>
</tr>
<tr>
<td><strong>Street:</strong> Salt Lake City</td>
</tr>
<tr>
<td><strong>State:</strong> UT</td>
</tr>
<tr>
<td><strong>Zip:</strong> 84105</td>
</tr>
</tbody>
</table>
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### Criteria Promoting Development of High Quality Housing

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Sizes</td>
<td>§11.9(b)(1)(A)</td>
<td>6</td>
</tr>
<tr>
<td>Unit and Development Features</td>
<td>§11.9(b)(1)(B)</td>
<td>9</td>
</tr>
<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
<td>2</td>
</tr>
</tbody>
</table>

**High Quality Housing Total** 17

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

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

**Serve and Support Texans Most in Need Total** 51

### Criteria Promoting Community Support and Engagement

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

**Community Support and Engagement Total** 11

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

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

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

### Total Application Self Score

|     | §11.9(f) | 122   |

2/28/2019
### Site Information Form Part I

**Development Address (All Programs)**

<table>
<thead>
<tr>
<th>Address</th>
<th>Waco</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1550 W State Hwy 6</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>76712</td>
<td>McLennan</td>
<td>Urban</td>
</tr>
</tbody>
</table>

**Census Tract Information (All Programs)**

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Median Household Income</th>
<th>Quartile:</th>
<th>Poverty Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48309002503</td>
<td>70327.00</td>
<td>1q</td>
<td>3.8</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.

**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 uncheckd item.
  - **Twice the State Average Per Capita.** The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))
  - **One Mile Three Year Rule.** The proposed Development is **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).
  - **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))

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

- 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):

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

- 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:

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

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>Zoning Designation: R-3B/C-2</th>
<th>Entire Development Site is outside the 100 year floodplain.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
</tbody>
</table>

**Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):**

- N/A

**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.

- **n/a** Statement explaining **how** the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- **n/a** DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

2/28/2019
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>Parkdale EL</td>
<td>EE</td>
<td>through</td>
</tr>
<tr>
<td>Tennyson MS</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>Waco HS</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

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

n/a The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report (“NRFR”) and required documentation has been submitted. [§11.101(a)(3)(D)(iv)]

n/a The Target Population is Elderly. Applicant is required to enter school rating information above, but no disclosure is required.

9 Waiver of Rules [10 TAC §11.207]

n/a Applicant requests waiver of rules.

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

n/a 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

n/a 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.
Supporting Documentation for the Site Information Form Part I

Maps:
- [x] Street Map with Site Drawn and Identified
- [x] Census Tract Map with Development Site Identified
  https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t

Resolutions:
- [n/a] Twice the State Average of Units Per Capita Resolution
- [n/a] One Mile Three Year Resolution or evidence of other exception
- [n/a] Housing Tax Credit Units per Total Household Resolution
- [n/a] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- [n/a] 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
- [x] Evidence of Zoning and/or Evidence of Re-Zoning Process
- [x] Evidence of Flood Zone Designation

Farmland Designation
- [n/a] Information is included in the ESA.
- [n/a] Information is included behind this tab.

Go to
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)
- [n/a] 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.

2/28/2019
Waiver of Rules

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

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 data includes three releases of 5-year tabulations from the American Community Survey (ACS): 2010-2014, 2011-2015, and 2012-2016. The register notice was published October 22, 2018.

Site Location
October 26, 2018

Stedman Grigsby
Managing Director of Development
Brownstone Ventures, LLC
6517 Mapleridge Street
Houston, TX 77801

Dear Mr. Grigsby:

The following listed property is currently zoned as mostly “R-3B” Multifamily Residential and partly “C-2” Community Commercial District.

Section 28-421 of the Zoning Ordinance defines the purpose of the R-3B District as follows:

“The R-3B multiple-family residence district is intended to provide for development of townhouses and other types of multiple-family dwellings at a moderate density in proximity to single-family residential areas or in locations where the natural topographic or other site features are unsuitable for development at a higher density.”

Section 28-621 of the Zoning Ordinance defines the purpose of the C-2 District as follows:

“The C-2 community commercial district is intended to provide for a variety of mutually supporting compatible business and multifamily residential uses in unified centers and related groupings of individually developed sites; and to encourage high quality commercial and multifamily residential development in convenient locations accessible to major traffic arteries outside major transportation corridors.”

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<th>Legal Description</th>
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<tr>
<td></td>
<td>Woodway, Texas</td>
<td>61.8262 Acres</td>
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<tr>
<td>188872</td>
<td>7505 Bosque Boulevard (Rear)</td>
<td>JM Sampier Addition</td>
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<tr>
<td></td>
<td>Woodway, Texas</td>
<td>2.9679 Acres</td>
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This lot is not legally platted and the adjacent zoning designations are shown on the attached map. This property is not within any overlay or special districts. There are currently no special permits or variances on file for this property.

The property is currently vacant and the proposed use is Multifamily Apartments. This is an allowed use by right in the R-3B and C-2 districts. Please refer to the attached chart for lot size and density allowances.

For further zoning district information you can reference Sec 28-421 through Sec 28-428 for the R-3B regulations and Sec 28-621 through Sec 28-629 for the C-2 regulations. The Zoning Ordinance regulations may be accessed...

Should you have any questions or need additional information please contact Planning Services at (254) 750-5650.

Sincerely,

[Signature]

Beatriz Wharton
Senior Planner
Land Use Map

For reference with Zoning Verification

Property ID: 172495 & 188872 (outlined in blue)

Legend

Land Use - 2016

Designations
- Med Density Res
- Office Flex
- Mixed Use Flex
- Open Space
- Rural Residential
- Urban Residential
- Waco City Limits

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

For reference with Zoning Verification

Property ID: 172495 & 188872 (outlined in blue)
### CITY OF WACO – Chapter 28 Zoning

**Chart 3. Lot size requirements by zoning district and use.**

Minimum sq. ft. lot area (per unit for residential)

Minimum lot width

Density: Units per acre for residential uses

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<th>One-family attached</th>
<th>Two-family</th>
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**CITY OF WACO – Chapter 28 Zoning**

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* Townhouses require a minimum lot of 20 feet per unit. The minimum townhouse development of two units with five-foot side yards requires a 50-foot lot.
According to the Community Panel FM48309C0365C, dated September 26, 2008, the northern and central portions of the subject site are located in Flood Zone X (unshaded) which is an area of minimal flood hazard outside of the 100-year and 500-year flood zone. A narrow projection into the site along the southern portion of the subject site and the southwest adjacent property are in Flood Zone X (shaded) which is an area of moderate flood hazard and Flood Zone AE which is an area of high-risk flood hazard. A copy of the FEMA map has been attached in Appendix G.
Texas Education Agency
2018 Accountability Ratings Overall Summary
PARKDALE EL (161914120) - WACO ISD

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Distinction Designations
- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Earned
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Texas Education Agency
2018 Accountability Ratings Overall Summary
TENNYSON MIDDLE (161914044) - WACO ISD

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Distinction Designations

- ELA/Reading: Earned
- Mathematics: Earned
- Science: Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Earned
- Comparative Closing the Gaps: Earned
Texas Education Agency
2018 Accountability Ratings Overall Summary
WACO H S (161914002) - WACO ISD

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Distinction Designations

- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
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.
   - **X** The census tract has a median household income rate in the two highest quartiles within the region (2 points).

   **AND**

   - **X** The census tract has a median household income rate in the two highest quartiles within the region (2 points).
   - **OR** n/a 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 #: n/a
   - Contiguous Tract Quartile

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

   - health-related facility (1 point)(3 miles)
   - delivered meals service (1 point)
   - census tract with crime rate of ≤26 per 1k persons
   - university or community college (1 point)(5 miles)
   - census tract with ≥27% associate degrees adults ≥25
   - indoor recreation facility available to public (1 point)
   - outdoor recreation facility available to public (1 point)
   - community, civic or service organization (1 point)(1 mile)

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

   **n/a**

   - 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.

   **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:

   n/a

2/28/2019
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 (2 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);

Contiguous Census Tract # 483090030707
Contiguous Census Tract # 48309002900

Contiguous Census Tract # 48309002302
Contiguous Census Tract # 48309002504

Contiguous Census Tract # 48309002501
Contiguous Census Tract #

For 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).

Application is seeking points for Underserved Area. Total Points Claimed: **5**

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.
- [ ] Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building.
- [ ] Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.

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

4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**

Region: **8**

- [ ] 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)]**

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

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

2/28/2019
6. Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]

- [ ] 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 II

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

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

### Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate
(https://www.neighborhoodscout.com)

#### n/a Print-out from THECB website confirming accreditation of university or community college
http://www.txhighereddata.org/Interactive/Institutions.cfm

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

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

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

#### n/a For other items:
- Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the “Board Approval” column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department’s website at
  [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable

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

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

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.
Site Location
Residences at Lake Waco

Opportunity index points

11.9, (4), (B), (i):

(V) Health facility within 3 miles
Providence Hospital - 6901 Medical Pkwy, Waco, TX 76712

(VII) Crime rate below 26 per 1k
Yes – See Neighborhood Scout Report attached

(IX) Accredited institute of higher learning
McLennan Community College
1400 College Dr.
Waco, TX 76708

(X) Educational attainment

| 48309002503 | Census Tract 25.03, McLennan County, Texas | 4236 | 1846 | 43.58% |

(XI) Indoor rec w/in 1 mile
Waco Family YMCA
6800 Harvey Dr.
Waco, TX 76710

(XII) Outdoor rec w/in 1 mile
Midway Park
2332 W State Highway 6
Waco, TX 76712

Woodway Park
Estates Dr.
Waco, TX 76712
(XIII) Civic organization w/in 1 mile
Crestview Church of Christ
7129 Dehli Rd.
Woodway, TX 76712

(XIV) Meals on Wheels
Meals on Wheels Waco
501 W Waco Dr.
Waco, TX 76707
Residences at Lake Waco

Amenities within 1 mile

- Midway Park
- Woodway Park
- Site location
- Waco Family YMCA
- 1 mile radius from site
- Providence Hospital just over 1 mile so within 3 miles
McLennan Community College

This accredited college which can issue associates degrees and some bachelor degrees is 5 miles from the Subject Site in accordance with 11.9(4)(B)(0)(X).
Emergency Department at Providence Health Center

Street Address
6901 Medical Parkway
Waco, TX 76712

Phone Number
254-751-4180

On-Call Emergency Care

Providence Emergency Department physicians are available at all times and specialty physicians are available on an on-call basis. Emergency Department physicians maintain communication with your primary care practitioner to ensure comprehensive care.

Emergency Care + Patient Comfort

A large, comfortable waiting area and specially designed family rooms and suites provide comfort for both patient and family. We encourage families to stay with the patient and keep family members informed.

Our team of professionals at Providence provides emergency care with a personal touch. When an emergency happens, there is no one more important than you.

The emergency department is open 24 hours a day and is located on the northwest side of the hospital, off Londonderry.
WOODWAY, TX (CITY CENTER) CRIME

67 Vital Statistics. 2 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

<table>
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<th>Property</th>
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<td>64</td>
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(100 is safest)

Safer than 74% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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Crime Rate (per 1,000 residents)

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NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

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(100 is safest)

Safer than 66% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

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<th>Murder</th>
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<th>Robbery</th>
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<td>62</td>
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</table>

100 is safest

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 583 in City Center

1 IN 630 in Woodway

1 IN 228 in Texas
Public Community Colleges

Download the Excel Version

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
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<tbody>
<tr>
<td>Alamo Community College - Northeast Lakeview College</td>
<td>Veronica Garcia</td>
<td>(210) 485-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College</td>
<td>Ric Baser</td>
<td>(210) 486-4900</td>
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<td>Alamo Community College - Palo Alto College</td>
<td>Robert Garza</td>
<td>(210) 486-3880</td>
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<td>Robert Vela</td>
<td>(210) 486-0969</td>
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<td>Alamo Community College - St. Philip's College</td>
<td>Adena Loston</td>
<td>(210) 486-2900</td>
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<td>Alamo Community College District</td>
<td>Bruce Leslie</td>
<td>(210) 485-0020</td>
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<tr>
<td>Alvin Community College</td>
<td>Christal Albrecht</td>
<td>(281) 756-3500</td>
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<tr>
<td>Amarillo College</td>
<td>Russell Lowery-Hart</td>
<td>(806) 371-5000</td>
</tr>
<tr>
<td>Angelina College</td>
<td>Michael Simon</td>
<td>(936) 639-1301</td>
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<tr>
<td>Austin Community College</td>
<td>Richard Rhodes</td>
<td>(512) 223-7000</td>
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<tr>
<td>Blinn College District</td>
<td>Mary Hensley</td>
<td>(979) 830-4000</td>
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<tr>
<td>Brazosport College</td>
<td>Millicent Valek</td>
<td>(979) 230-3000</td>
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<tr>
<td>Central Texas College</td>
<td>Jim Yeonopolus</td>
<td>(254) 526-7161</td>
</tr>
<tr>
<td>Cisco College</td>
<td>Thad Anglin</td>
<td>(254) 442-5000</td>
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<tr>
<td>Clarendon College</td>
<td>Robert Keith Riza</td>
<td>(806) 874-3571</td>
</tr>
<tr>
<td>Coastal Bend College</td>
<td>Beatriz T. Espinoza</td>
<td>(361) 358-2838</td>
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<tr>
<td>College of the Mainland Community College District</td>
<td>Warren Nichols</td>
<td>(409) 908-1211</td>
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<tr>
<td>Collin County Community College District</td>
<td>H. Neil Markin</td>
<td>(972) 758-3801</td>
</tr>
<tr>
<td>Dallas County Community College - Brookhaven College</td>
<td>Thom Chesney</td>
<td>(972) 860-4700</td>
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<td>Dallas County Community College - Cedar Valley College</td>
<td>Joe Seabrooks</td>
<td>(972) 860-8200</td>
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<td>Dallas County Community College - Eastfield College</td>
<td>Eddie Teal</td>
<td>(972) 860-7001</td>
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<tr>
<td>Dallas County Community College - El Centro College</td>
<td>Jose Adames</td>
<td>(346) 860-2000</td>
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<tr>
<td>Dallas County Community College - Mountain View College</td>
<td>Sharon Davis</td>
<td>(972) 860-8700</td>
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<tr>
<td>Institution Name</td>
<td>President Name</td>
<td>Phone Number</td>
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<tr>
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<tr>
<td>Dallas County Community College - North Lake College</td>
<td>Christa Slejko</td>
<td>(972) 273-3010</td>
</tr>
<tr>
<td>Dallas County Community College - Richland College</td>
<td>Kay Eggleston</td>
<td>(972) 238-6106</td>
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<tr>
<td>Dallas County Community College District</td>
<td>Joe May</td>
<td>(214) 378-1824</td>
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<tr>
<td>Del Mar College</td>
<td>Mark Escamilla</td>
<td>(361) 698-1200</td>
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<tr>
<td>El Paso Community College District</td>
<td>William Serrata</td>
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<td>Frank Phillips College</td>
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<td>Jeremy McDillen</td>
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<td>Hill College</td>
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<tr>
<td>Houston Community College - Central Campus</td>
<td>Muddassar Siddiqui</td>
<td>(713) 718-6040</td>
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<td>Margaret Ford Fisher</td>
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<td>Zachary R. Hodges</td>
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<td>Houston Community College - Southwest College</td>
<td>Madeline Bumilo</td>
<td>(713) 718-7071</td>
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<td>Houston Community College System</td>
<td>Cesar Maldonado</td>
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<td>Howard College</td>
<td>Cheryl T. Sparks</td>
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<tr>
<td>Kilgore College</td>
<td>Brenda Kays</td>
<td>(903) 984-8531</td>
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<tr>
<td>Laredo College</td>
<td>Ricardo J. Solis</td>
<td>(956) 722-0521</td>
</tr>
<tr>
<td>Lee College</td>
<td>Dennis Brown</td>
<td>(281) 427-5611</td>
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<tr>
<td>Lone Star College - Cy-Fair</td>
<td>Seelpa Keshvala</td>
<td>(281) 390-3200</td>
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<td>Lone Star College - Kingwood</td>
<td>Katherine Persson</td>
<td>(281) 312-0440</td>
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<td>Lone Star College - Montgomery</td>
<td>Rebecca L. Riley</td>
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<td>Lee Ann Nett</td>
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<td>Shah Antalan</td>
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<td>Lone Star College System District</td>
<td>Stephen C. Head</td>
<td>(832) 813-6500</td>
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<td>McLennan Community College</td>
<td>Johnette McKown</td>
<td>(254) 299-8000</td>
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<td>Midland College</td>
<td>Steve Thomas</td>
<td>(432) 685-4500</td>
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<tr>
<td>Navarro College</td>
<td>Kevin Fegan</td>
<td>(903) 874-6501</td>
</tr>
</tbody>
</table>
Click any location for a more detailed map. View larger map. See our hours of operation. For Membership Rates.
NURTURING POTENTIAL

We believe all kids deserve the opportunity to discover who they are and what they can achieve.

That’s why the YMCA of Central Texas, youth in the Waco-McLennan County area are cultivating the values, skills and relationships that lead to positive behaviors, better health and educational achievement.
Woodway Park - Estates Drive at Lake Waco

- **Location:** Located at the end of Estates Drive near Lake Waco.

Portable restrooms are provided, but there are no permanent restroom facilities.

**Two Pavilions available** (each with four tables, lights on timers, 5-foot BBQ grill):

- **Pavilion 1**
  - Playground equipment
- **Pavilion 2**
  - 18-hole disc golf course and view of lake
  - **Disc golf course map below**

**Pavilion Rental Fees:**

- $90 for first 3 hours (Woodway residents)
- $60 for first 3 hours (Non-Woodway residents)
- $7.50 per each additional hour
- $5 electricity
- No water available at Park 1 and Park 2
Welcome to the
Crestview Church of Christ Community Center
7129 Delhi Road
Waco, Texas 76712
Phone (254) 776-0083
Fax (254) 776-4201

God has blessed us with a wonderful Community Center to provide facilities, events, programs, and services for our community.

**Indoor Walking Track & Recreation Room - Open to the public.**

The Crestview Gym is available by reservation
Please call 254-776-0083

Monday through Thursday, 8:00 a.m. – 3:00 p.m.

Friday, 8:00 a.m. – Noon
checkin@crestview-church-waco.org
254-776-0083
Pantry Details, hours, photos, information: Crestview Church of Christ Pantry

Pantry hours:
Monday & Thursday 9am-11am.

County or Counties Served: McLennan

* Important: Please call the food pantries to confirm that the hours have not changed. We do our best to provide full information and details, but food pantries often change their hours without notifying us. We do not want you to waste your time visiting a pantry that is not open.

Donations And Volunteers

Please contact us directly by phone to donate and/or volunteer.

Need More Information

We always need more information on our pantries. If you know of any details, volunteer information, website, hours or more description information about Crestview Church of Christ Pantry please add a comment (below the map on this page), with information. We will then display this for all visitors on this page.
Stedman Grigsby

From: Debbie King <Debbie@mowwaco.org>
Sent: Wednesday, December 19, 2018 11:51 AM
To: Stedman Grigsby
Subject: RE: Possible service

Stedman,
Yes we do deliver meals in that area.
So is this for a senior development? Just curious.

Debbie King, MS, RD, LD, FAND
Executive Director
Meals on Wheels Waco
501 West Waco DR
Waco, Texas 76707
254-752-0316 EXT 7021

From: Stedman Grigsby [mailto:stedman@thebrownstonegroup.net]
Sent: Wednesday, December 19, 2018 11:20 AM
To: Debbie King <Debbie@mowwaco.org>
Subject: Possible service

Debbie,

Thank you for assisting with this.

The property which we are looking at does not yet have a street address, but an address for a property in the
vicinity is 1700 West Highway 6, Waco, TX 76712.

Please let me know if someone living in this area could receive meals.

Regards,

Stedman

Stedman Grigsby
832-367-0737 - mobile
CT entirely within incorporated area of Waco and Woodway and site within city over 100K

Lake Waco is a reservoir located within the city limits of Waco, in McLennan County, Texas.
### 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>9</td>
<td>9</td>
<td>n/a</td>
<td>9</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:

#### 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>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calvin Zuber</td>
<td>Calvin Zuber</td>
<td>1461 Dominion Oaks Drive</td>
<td>China Springs</td>
<td>TX</td>
<td>76633</td>
<td>11/2/1993</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: n/a

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>Calvin Zuber</td>
<td>none</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- n/a Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- n/a Recorded Warranty Deed with corresponding executed closing/settlement statement.
- n/a Contract for lease.

Expiration of Contract or Option: 2/11/2020  Anticipated Closing Date: 2/11/2020

- [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [x] The Property has the following encumbrance(s):

See Schedule B of Title Commitment

---

Calvin Zuber  
2/11/2019
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:
- Evidence of an easement, leasehold, or similar documented access; and
- Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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
- 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.
- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development *(Competitive HTC only)*
- Development is entirely Supportive Housing *(Competitive HTC Only)*
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
- Development 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: ___________________________
Support Documentation from Site Information Part III Should be Included Behind this Tab.

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).
- Title Commitment or Policy

Ingress/Egress and Easements

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

Increase in Eligible Basis (30% Boost)

- Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- 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.
- SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
- 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:
https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
ASSIGNMENT AND ASSUMPTION
OF
EARNEST MONEY CONTRACT

This Assignment and Assumption is made and entered into by Brownstone Ventures, LLC ("Assignor") and Residences at Lake Waco, Ltd. ("Assignee"), effective as of January 4, 2019.

Assignor, as Purchaser, entered into that certain Earnest Money Contract dated October 2, 2018 (the "Agreement") wherein Assignor agreed to purchase from Calvin Zuber (the "Seller") the property consisting of 9.00 acres +/-, as more particularly described in the Agreement, located in Waco, Texas (the "Property"). Assignor desires to assign to Assignee the rights, titles and interests of Assignor as Purchaser under the Agreement, and Assignee desires to accept such assignment and to assume all the obligations of Assignor set forth in the Agreement from and after the date hereof relating to the purchase of the Property.

For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor’s rights, titles and interests in, to and under the Agreement and all due diligence materials furnished to Assignor by Seller, or obtained by Assignor, in connection therewith. It is expressly understood and agreed that such assignment shall include Assignor’s rights, titles and interests in and to the earnest money which has been deposited by Assignor under the Agreement. Assignor represents to Assignee that Assignor has furnished to Assignee a true, correct and complete copy of the Agreement.

In witness whereof, Assignor and Assignee have executed this Assignment and Assumption effective as of the date above.

ASSIGNOR:

Brownstone Ventures, LLC, a Texas Limited Liability Company

By: ___________________________

Doak D. Brown, Manager

ASSIGNEE:

Residences at Lake Waco, Ltd., a Texas limited partnership

By: Residences at Lake Waco GP, LLC, a Texas limited liability company, its General Partner

By: ___________________________

Jeremy Means, Manager
EARNEST MONEY CONTRACT

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MCLENNAN

This Earnest Money Contract ("Agreement") is made by and between CALVIN ZUBER (hereinafter referred to as "Seller"), and BROWNSTONE VENTURES, LLC, a Texas limited liability company, or its assigns (hereinafter referred to as "Purchaser"), upon the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree:

ARTICLE I.
PURCHASE AND SALE

Upon satisfaction of the conditions herein, Seller will sell and convey, and Purchaser will purchase and pay for the real property described as follows:

An approximately +/- 9.00-acre tract or parcel of land out of the Charles Farnash Survey Abstract 347 and J.M. Sampier Survey Abstract 785 in McLennan County, Texas which is located at legal description: FARNASH C Tract TRI Acres 61.8262 and SAMPIER J M Acres 2.9679 and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. Said property is labeled as a portion of Property ID 172495 and 188872; Geographic ID 480174050101001 and 480366010124022.

The conveyance shall be together with all and singular the rights, appurtenances and entitlements pertaining to the property, including the Seller’s right, title, and interest in any utilities, adjacent streets on which the property fronts (all of such real property, rights, and appurtenances being hereinafter referred to as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

ARTICLE II.
PURCHASE PRICE

Amount of Purchase Price

2.01 The purchase price for said Property shall be ONE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS ($1,300,000.00) (the “Purchase Price”). The Purchase Price is calculated on the basis of $3.32 per square foot.

2.02 Adjustment to Purchase Price. None
Payment of Purchase Price

2.03 The Purchase Price shall be payable as follows:

(a) Purchaser has delivered for deposit with Alamo Title Company, 1800 Bering, Suite 150, Houston, Texas 77057, Attention: Tom Hamilton (hereinafter referred to as the “Title Company”) a cash sum (hereinafter referred to as the “Earnest Money”) in the amount of $10,000.00 not later than three (3) days after the Effective Date, as set out in Article III, which shall be credited to the Purchase Price.

(b) At closing, the entire Purchase Price shall be paid in cash.

ARTICLE III.
EARNEST MONEY

For the purpose of securing performance of Purchaser under the terms and provisions of this Agreement, Purchaser has deposited Earnest Money in the amount of $10,000.00 with the Title Company, which sums shall be credited to Purchaser at closing.

ARTICLE IV.
CONDITIONS TO PURCHASER’S OBLIGATIONS

4.01 Seller shall cooperate with Purchaser in re-platting or re-zoning, if necessary. Any such re-platting or re-zoning will be at Purchaser’s cost.

4.02 (a) In the event that the Property is not currently zoned to allow multi-family residential development or if site plan approval is necessary, Seller agrees to cooperate with Purchaser in making application with the City of Waco/County of McLennan for a zoning change or for site plan approval, such that Purchaser will be able to develop and construct a multi-family residential development project on the Property. The re-zoning applications or site plan approval application shall be signed by Seller and shall request zoning or site plan approval to accommodate a multi-family residential development with such re-zoning or approval to take effect on or before the Closing Date. If the Property is not zoned for multi-family development or if site plan approval is not received by the necessary authorities from the City of Waco/County of McLennan on or before such date, Purchaser may terminate this Agreement and receive full return of the Earnest Money and any Extension Fees.

(b) Seller shall be prohibited during the term of this Agreement from selling and/or entering into an earnest money contract or purchase option contract with another multifamily or senior housing apartment developer until March 1, 2019; provided, however, said restriction shall not limit Seller from accepting multiple offers and/or entering into multiple earnest money contracts with Purchaser.
Title Insurance Commitment

4.03 The parties hereby instruct the Title Company to deliver to Purchaser and Seller (and the Surveyor) within twenty (20) days after the Effective Date, a title commitment covering the Property indicating all exceptions, if any, to Seller’s title (the “Title Commitment”) and binding the Title Company to issue at the closing an Owner’s Policy of Title Insurance issued by a title insurance company approved by Purchaser on the standard form of policy prescribed by the Texas Department of Insurance and in the full amount of the Purchase Price, together with legible copies of all documents constituting exceptions to Seller’s title (the “Exception Documents”).

Survey

4.04 It is agreed that following execution of this Agreement, Purchaser shall obtain an updated survey at Purchaser’s expense (the “Survey”). The parties hereto agree that the metes and bounds description of the Property prepared by the surveyor, once approved by the Title Company, shall be substituted for Exhibit “A” attached to this Agreement.

Title Review

4.05 Purchaser shall have twenty (20) days (the “Title Review Period”) after receipt of the Survey, the Title Commitment and the Exception Documents to notify Seller, in writing, of such objections as Purchaser may have to anything contained in the Title Commitment or the Survey. Any item contained in the Title Commitment, the Exception Documents or the Survey to which Purchaser does not object during the Title Review Period shall be deemed a “Permitted Exception.”

Cure or Removal of Unpermitted Exceptions and Encumbrances

4.06 If Purchaser delivers to Seller written objections within twenty (20) days after receipt of the Survey, Title Commitment and the Exception Documents, Seller shall in good faith attempt to cure (but has no obligation to cure) the objections prior to Closing. If by Closing, Seller, in good faith, is unable to cure such defects, then Purchaser as its sole remedy may either (i) terminate this Agreement and receive a full refund of the Earnest Money or (ii) waive the objections and accept such title as Seller is able to convey (with each uncured objection being also deemed a Permitted Exception).

ARTICLE V.
CONDITION OF PROPERTY
AND FEASIBILITY PERIOD

5.01 Seller shall deliver possession of the premises to Purchaser in its present condition “AS IS, WHERE IS AND WITH ALL FAULTS.”
5.02 IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS AND WITH ALL FAULTS". THE OCCURRENCE OF THE CLOSING SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY PURCHASER THAT THE PROPERTY WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, AND OTHERWISE IN AN "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION THEREOF AND THE PROVISIONS OF THIS PARAGRAPH HEREIN, AS WELL AS THE FOLLOWING PARAGRAPH WHICH PARAGRAPH SHALL BE INCORPORATED INTO THE DEED CONVEYING SUCH PROPERTY:

SELLER CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." SELLER DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. SELLER DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THIS EARNEST MONEY CONTRACT FOR THIS PROPERTY.

5.03 PURCHASER ACKNOWLEDGES THAT PURCHASER SHALL FULLY INSPECT THE PROPERTY AND THAT NO STATEMENT OR DECLARATION, REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAS BEEN MADE BY SELLER, OR BY ANY OFFICER, EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER TO PURCHASER CONCERNING ANY MATTER RESPECTING THE PROPERTY WHICH HAS BEEN RELIED ON BY PURCHASER IN ENTERING INTO THIS AGREEMENT OR WHICH HAS FORMED AN INDUCEMENT TO PURCHASER TO ENTER INTO THIS AGREEMENT.

**Feasibility Period**

5.04 Purchaser may terminate this Agreement for any reason on or before **August 15, 2019** (the "Feasibility Period") by providing Seller written notice of termination subject to the following conditions:

(a) If this Agreement is terminated by Purchaser within 60 days of the Effective Date, the Earnest Money will be refunded to Purchaser in its entirety.

(b) If this Agreement is terminated by Purchaser within 61 days after the Effective Date but prior to or on March 15, 2019, the Earnest Money will be refunded to Purchaser less $2,500.00 that Seller will retain as independent consideration for Purchaser’s unrestricted right to terminate during this time.

(c) If this Agreement is terminated by Purchaser after March 15, 2019 but prior to or on August 15, 2019, the Earnest Money will be refunded to Purchaser less $7,500.00 that Seller will retain as independent consideration for Purchaser’s unrestricted right to terminate during this time.
(d) Purchaser has tendered the independent consideration to Seller upon payment of the amount specified in Article III above. The independent consideration is to be credited to the Purchase Price only upon closing.

Representations by Seller

5.05 Seller represents and warrants the following:

(a) Seller has full right, title and authority to enter into this Agreement, and that no other party has any right, option, interest, or claim to all or any part of the Property, whether subject to earnest money contract, option agreement, right of first refusal, reversionary or future interests; and this Agreement, when executed and delivered by Seller and Purchaser will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder).

(c) No party has or shall have on the Closing Date any rights in the Property, or any right to acquire the Property.

(d) There are no tenant leases covering any part of the Property and Purchaser shall have full right to possession of the Property after closing.

(e) There are no actions, suits, claims, assessments, or proceedings pending, to Seller's actual knowledge, threatened, against the Property.

(f) From the date hereof through Closing Date, Seller will not create, nor consent to any changes in the condition of title (except as provided in (a) above), except liens that will be paid at closing.

(g) To Seller's actual knowledge, Seller has received no notice of any alleged, threatened or actual violation of any law, ordinance or regulation.

(h) To Seller's actual knowledge, there is no pending condemnation or similar proceeding affecting the Property, or any portion thereof, nor does Seller have any actual knowledge that any such action is presently contemplated; nor to the actual knowledge of Seller are there any pending public improvements in, about or outside the Property that will in any manner affect access to the Property or result in additional assessments against the Property.

(i) No attachment, execution, assignment for the benefit of creditors, receivership, conservatorship or voluntary or involuntary proceedings in bankruptcy or pursuant
to any other debtor relieve laws has been filed by or against Seller or the Property nor to Seller’s actual knowledge is any such action contemplated or pending by or against Seller or the Property.

(j) To Seller’s actual knowledge, Seller has not caused or permitted any Hazardous Materials to be used, generated, released, discharged, stored, disposed, placed, handled or transported on, under, in, above, to or from the Property or any part thereof. For the purposes of the foregoing representations and warranties, (i) “Hazardous Materials” shall mean any “hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9602 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) any other substance which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

(k) From and after the Effective Date hereof and prior to the Closing Date, Seller shall not, without Purchaser’s prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned), execute or enter into any development, restrictive covenant agreements, leases, licenses, easements or other material contracts or agreements of any kind or nature affecting the Property, or any portion thereof.

5.06 THE PROVISIONS OF THIS SECTION V SHALL SURVIVE THE CLOSING AND THE DELIVERY OF THE DEED FOR A PERIOD OF TWELVE (12) MONTHS.

ARTICLE VI.
PURCHASERS’ REPRESENTATIONS

6.01 Purchaser has taken all corporate and other action necessary to approve and effect the transaction contemplated hereby and authorize execution of this Agreement by the individuals who are executing it. Purchaser is a duly formed and validly existing business in the jurisdiction where the Property is located.

6.02 The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of or constitute a default under, the Purchaser’s organizing document, any agreement of Purchaser or any instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation.
ARTICLE VII.
CLOSING

7.01 Closing shall occur at the Title Company’s office on or before 30 days after the expiration of the Feasibility Period (the “Closing Date”). General real estate taxes for the year of closing relating to the Property shall be prorated as of the Closing Date. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the most recently approved tax rates applied to the latest assessed valuation and adjusted when actual figures are available. There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds.

Seller will pay any “rollback” taxes assessed for the periods prior to closing, and pay or credit to Purchaser Seller’s pro-rata share of taxes for the year of closing. Purchaser shall assume the payment of taxes for the year of closing, and thereafter.

**Extension of Closing Date**

7.02 Purchaser shall have the right to extend the Closing Date for five (5) additional periods of thirty (30) days each for a fee of $5,000.00 ("Extension Fee") per extension period. All Extension Fees shall be paid to the Title Company and shall be immediately released to Seller and non-refundable but applicable to the Purchase Price.

7.03 All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(a) Surveys and studies commissioned by Purchaser to be paid by Purchaser.

(b) Purchaser’s owner’s title policy shall be paid fifty percent (50%) by Seller and fifty percent (50%) by Purchaser for a title insurance policy with an insured face value of the Purchase Price;

(c) Recording fees paid by Purchaser.

(d) Title Company charges for escrow fees and messenger fees to be paid by Purchaser. Incidental fees and fees incurred to remove standard exceptions from the title policy to be paid by Purchaser; tax certificates to be paid by Purchaser.

(e) All costs and fees associated with platting and re-zoning of the Property shall be paid by Purchaser.

7.04 **Seller’s Responsibilities.** The obligations of Purchaser hereunder shall be subject to the delivery to Purchaser at Closing, of the following documents, all of which shall be fully executed at Seller’s sole cost and expense:

(a) A commitment for an Owner’s Policy of Title Insurance for the Property issued by the Title Company in the full amount of the Sales Price, dated as
of the Closing Date, insuring Purchaser’s fee simple title to the Property and access easements associated with the Property to be good and indefeasible subject only to the Permitted Exceptions, and the standard printed exceptions contained in the usual form of the Title Policy.

(b) Special Warranty Deed in the form and substance substantially similar to that attached hereto as Exhibit B conveying to Purchaser the Property, subject only to the Permitted Exceptions and such additional encumbrances as Purchaser shall agree upon.

c) A Non-Foreign Certificate in accordance with Section 1445 of the Internal Revenue Code.

d) Reasonable evidence (satisfactory to the Title Company) of Seller’s capacity and authority for closing this transaction.

e) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

7.05 Purchaser’s Responsibilities. On the Closing Date, Purchaser shall deliver to Seller, at Purchaser’s sole cost and expense, the following:

(a) The Purchase Price of the Property paid in “good funds”.

(b) Reasonable evidence (satisfactory to the Title Company) of Purchaser’s capacity and authority for closing this transaction.

(c) Other documents reasonably requested by the Title Company as administrative requirements for closing this transaction.

ARTICLE VIII.
BREACH BY SELLER

In the event of a breach of this Agreement by Seller, Purchaser’s only remedy against Seller shall be (i) the return to Purchaser of the Purchaser’s Earnest Money and any Extension Fees, if applicable, or (ii) enforce specific performance of this agreement. Purchaser waives all other rights, remedies and damages. If Purchaser shall choose to have the Earnest Money and any Extension Fees, if applicable, refunded, Seller shall deliver to Purchaser an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Purchaser from all known and unknown liabilities and claims, including claims to the Earnest Money and directing the Title Company to pay the Earnest Money and Extension Fees, if applicable, to Purchaser. Purchaser shall likewise, execute such release, releasing Seller from all known and unknown claims. If Seller fails to timely and duly execute such a release to Purchaser within five (5) days of demand, Purchaser shall be entitled to elect and recover other damages and/or remedies.
ARTICLE IX.
BREACH BY PURCHASER

In the event of a breach of this Agreement by Purchaser, Seller's only remedy against Purchaser shall be the payment to Seller of the Earnest Money and any paid Extension Fees, which shall be paid to Seller as Seller's sole remedy, provided that Purchaser delivers to Seller within five (5) days of demand, all surveys, reports and studies relating to the Property and an executed release within five (5) days of demand on a form approved by the title company, releasing the Title Company and Seller from all known and unknown liabilities and claims, including claims to the Earnest Money, Extension Fees and/or the Property and directing the Title Company to pay the Earnest Money and any Extension Fees to Seller. Seller shall likewise, execute such release, releasing Purchaser from all known and unknown claims. Seller waives all other rights, remedies and damages.

ARTICLE X.
BROKERAGE FEES

Seller agrees to pay Clifford Allen brokerage fees in the amount of five percent (5.00%) of the Purchase Price, which is to be paid at Closing.

ARTICLE XI.
MISCELLANEOUS

Assignment of Contract

Purchaser shall have the right to assign this Agreement.

Notice

All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing by either: (i) personally delivered to the intended recipient; (ii) sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified on the signature page hereof; (iii) delivered in person to the address set forth on the signature page hereof for the party to whom the notice was given; (iv) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express, addressed to such party at the address specified on the signature page hereof; or (v) sent by e-mail and facsimile provided that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance with one of the other provisions set forth above. Notices shall be effective on the date of delivery or receipt, or if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the notice is mailed. For purposes hereof, the addresses of the parties for all notices are as set forth on the signature pages hereof (unless changed by similar notice in writing given by the particular person whose address is to be changed).
Texas Law to Apply

This contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in McLennan County, Texas.

Parties Bound

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.

Prior Agreements Superseded

This Agreement between Seller and Purchaser, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Effective Date

Time is of the essence hereof. For purposes of calculation of all time periods mentioned herein, the effective date of this Agreement (the "Effective Date") shall be the date upon which the Title Company receipts for a fully executed copy of this Agreement.

Compliance

In accordance with the requirements of Section 28 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or have the abstract covering the Property examined by an attorney of its own selection.

Holidays

In the event that the date upon which any duties or obligations hereunder to be performed shall occur upon a Saturday, Sunday or legal holiday, then, in such event, the due date for performance of any duty or obligation shall thereupon be automatically extended to the next succeeding business day.

Counterpart Execution

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

Access Easement

Purchaser and Seller agree to reasonably cooperate on design and placement of said access road and curb-cuts to benefit remaining balance of Seller’s property. If the ingress/egress access road is not a dedicated public road, Purchaser agrees to grant a perpetual appurtenant access easement to Seller and Seller’s assigns for the benefit of the balance of Seller’s property adjacent to the Property.

[Remainder of page intentionally left blank.]
SELLER:

Calvin Zuber

ADDRESS OF SELLER:
Attn: Calvin Zuber
1461 Dominion Oaks Drive
China Spring, Texas 76633-2866
Phone: 254-495-9109

PURCHASER:

BROWNSTONE VENTURES, LLC

By: Doak D. Brown, Manager

ADDRESS OF PURCHASER:
Attention: Doak D. Brown
6517 Mapleridge
Houston, Texas 77081
Phone: 713-432-7727 ext. 102
E-mail: doak@thebrownstonegroup.net
To: Residences of Lake Waco, Ltd. and Alamo Title Company

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category I (A) Condition I Survey

ROBERT E. MITCHELL, R.P.L.S. 5801

THIS THE 14TH DAY OF FEBRUARY 2019

MITCHELL & ASSOCIATES, INC. does not make or warrant any flood zone designation.

NOTES CORRESPONDING TO SCHEDULE B ITEMS

1a.) Easement to Texas Power and Light Co. in record in Volume 570, Page 557 of the McLennan County Deed Records does not affect this parcel

11a.) Easement to Texas Power and Light Co. in Volume 852, Page 33 of the McLennan County Deed Records does not affect this parcel

11b.) Easement to Texas Power and Light Co. in Volume 852, Page 33 of the McLennan County Deed Records does not affect this parcel

1b.) Easement to West Power Authority in Volume 1075, Page 367 of the McLennan County Deed Records does not affect this parcel

10a.) Judgment on Declaratory of Taking by the United States of America does affect this parcel

10b.) Easement to the Brazos River Authority in Volume 1086, Page 93 of the McLennan County Deed Records does not affect this parcel

10c.) Easement to the City of Waco in Volume 1113, Page 548 of the McLennan County Deed Records does not affect this parcel

10d.) Easement to Texas Power and Light Co. and Southwestern Bell Telephone Co. in Volume 1116, Page 745 of the McLennan County Deed Records does not affect this parcel

10n.) Memorandum of Agreement in Volume 1449, Page 451 does affect this parcel

10o.) Easement to Texas Power and Light Co. and SWB Telephone Co. in Volume 1585, Page 550 of the McLennan County Deed Records does not affect this parcel

10p.) Easement to Brazos River Authority in Volume 1586, Page 499 of the McLennan County Deed Records does not affect this parcel

10q.) Easement to the City of Waco in Volume 1589, Page 833 of the McLennan County Deed Records does not affect this parcel

10r.) Easement to Texas Power and Light Co. and SWB Telephone Co. in Volume 1610, Page 32 does not affect this parcel

10s.) Easement the City of Waco on record as Instrument 201601343 of the Official Public Records of McLennan County is shown hereon and may affect this parcel

10t.) Easement for Sever Utilities to the City of Waco in Instrument 2016023072 of the Official Public Records of McLennan County does not affect this parcel

10u.) Easement to the City of Waco on record as Instrument 20160205493 in the Official Public Records of McLennan County does not affect this parcel.
EXHIBIT "B"

SPECIAL WARRANTY DEED

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS

COUNTY OF §

THAT _________________ (hereinafter called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto, _________________ (herein called "Grantee"), Grantee's address for the purposes hereof being 6517 Mapleridge, Houston, Texas 77081, the following described real property together with all improvements and fixtures (if any) thereon, and all rights and appurtenances pertaining to such real property, including any right, title and interest of Grantor in and to any and all roads or streets affecting, benefitting or bounding such real property, any easements benefitting such real property, and any strips or gores of property abutting or bounding such real property (collectively, the "Property"), to-wit:

See Exhibit A attached hereto.

This conveyance is made and accepted subject to those matters set forth on Exhibit B attached hereto and made a part hereof to the extent that same are valid, in existence, and enforceable (collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its successors, assigns and legal representatives forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, assigns and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereto by, through or under Grantor but not otherwise, subject, however to the Permitted Exceptions.

GRANTOR CONVEYS THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS." GRANTOR DISCLAIMS ALL EXPRESS WARRANTIES (OTHER THAN THE WARRANTY OF TITLE CONTAINED HEREIN), ALL STATUTORY WARRANTIES, AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE PROPERTY CONVEYED HEREBY, ALL WARRANTIES OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTOR DISCLAIMS ALL REPRESENTATIONS OTHER THAN FOR THOSE SET FORTH IN THE EARNEST MONEY CONTRACT FOR THIS PROPERTY.

EXHIBIT "B" – 1
Ad valorem taxes for the year 2019 have been prorated as of the effective date hereof between Grantor and Grantee, and payment of ad valorem taxes for 2019 and subsequent years for the Property is hereby assumed by Grantee.

EXECUTED as of the date of the acknowledgment hereto, and delivered and effective the __ day of ____________, 2019.

GRANTOR:

By: ____________________________
Name: __________________________
Title: ____________________________

STATE OF TEXAS §

COUNTY OF ____________ §

This instrument was acknowledged before me on ____________, 2019, by ____________, ____________ of ____________, ____________, on behalf of said ____________.

__________________________
Notary Public, State of Texas

EXHIBIT “B” – 2
ALAMO TITLE COMPANY ESCROW RECEIPT

RE:  GF NO. atch18082917

Contract by and between Brownstone Ventures LLC., a Texas limited liability company ("Purchaser") and Calvin Zuber ("Seller")

The undersigned acknowledges receipt of $10,000.00 earnest money in the form of a check this 2nd day of Oct., 2018.

Escrow Agent does not assume and shall not be under any liability on account of performance or non-performance of any party to the agreement and Escrow Agent may at its option require the release and authorization in writing of all parties before paying the deposit to either party.

ALAMO TITLE COMPANY

By: [Signature]
Name: M. Tom Hamilton, Senior Vice Pres.
THE LANGUAGE SET FORTH BELOW MUST BE INCORPORATED INTO A COVER LETTER AND SUCH COVER LETTER MUST BE ATTACHED TO ALL TITLE INSURANCE COMMITMENTS. EXCEPTION: IF THE RECIPIENT IS AN OUT-OF-COUNTY TITLE COMPANY, USE THE OUT-OF-COUNTY TITLE COMPANY COVER LETTER.

Required Language for a Title Insurance Commitment Cover Letter

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively “Title Data”). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

Title Data has granted our company a license to use one or more of its title plants. Our company’s right to access and use Title Data’s title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data’s records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for limited use and distribution only. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) ONLY to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, “deliver, exhibit, or furnish” includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying, or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.
WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.

- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

*Federal Bureau of Investigation:*  
[http://www.fbi.gov](http://www.fbi.gov)

*Internet Crime Complaint Center:*  
We (Alamo Title Insurance, a Texas corporation) will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

**CONDITIONS AND STIPULATIONS**

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

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.
SCHEDULE A

Effective Date: October 11, 2018 at 8:00 AM
Commitment No.: ATCH18082917

1. The policy or policies to be issued are:
   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $1,300,000.00
      PROPOSED INSURED: Residences at Lake Waco, Ltd, a Texas limited partnership
   b. TEXAS RESIDENTIAL OWNER’S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount: PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount: PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount: PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   Calvin Zuber, by virtue of RTC Texas Special Warranty Deed dated November 2, 1993, recorded in Volume 1795, Page 285 of the Deed Records of McLennan County, Texas.
SCHEDULE A
(continued)

4. Legal description of land:

Field notes for 9.000 Acres of land in the Charles Farnash Survey, Abstract No. 347 and the J.M. Sampier Survey, Abstract No. 785 in the City of Waco, McLennan County, Texas and being out of that Tract II called 92.502 acres in a deed to Calvin Zuber in record in Volume 1795, Page 285 of the McLennan County, Texas Deed Records. Said 9.000 acres being shown on the attached plat and described as follows with bearings based on the Texas State Plane Coordinate System, Central Zone, NAD 83.

Beginning at a 1/2 inch iron rod with cap stamped M&A placed in the north line of the said 92.502 acres, the south line of State Highway No. 6 from where the northeast corner, a found 5/8 inch lead plug and tack found set in concrete, at the northeast corner of Lot 2, Block I of the Methodist Home Addition of record in Volume 154, Page 485 of the Official Public Records of McLennan County bears N 63 degrees 38minutes 00seconds W 242.87 feet, for the northwest corner of the herein described parcel of land,

Thence S 63degrees 38minutcs 00seconds E 335.12 feet, Record Bearing is S 62degrees 01minutes 24seconds E, along the said line of the highway to a 4"X4"Concrete , TxDOT Type 2, monument found at an angle point in the said line of the highway and 92.502 acres,

Thence S 47degcres 36minutes 37seconds E 410.20 feet, Records 46degrees 00minutes 31seconds E 833.54 feel, continuing along the line of the highway and 92.502 acres to a 1/2 inch iron rod with cap stamped M&A placed for the northeast corner of the herein described parcel of land, a 1/2 inch iron rod found at an angle point in the said line of the highway bears S 47degrees 36minutes 37seconds E 423.61 feet.

Thence S 22degrees 49mminutes 53seconds W 267.72 feet leaving the highway to a 1/2 inch iron rod with cap stamped M&A placed for an angle point in the east line of the herein described parcel of land,

Thence S 71degcres 07minutes 28seconds W 190.77 feet to a 1/2 inch iron rod with cap stamped M&A placed in the north line of that 10' Brazos River Authority Easement of record in Volume 1580, Page 496 of the said McLennan County, Texas Deed Records for the southeast corner of the herein described parcel of land,

Thence along the north line of the said Brazos River Authority easement the following four (4) courses and distances:
1.) N 74degrees 37minutes 42seconds W 168.40 feet to a 1/2 inch iron rod with cap stamped M&A placed,
2.) S 87degrees 52minutcs 18sconds W 75.39 feet to a 1/2 inch iron rod with cap stamped M&A placed,
3.) N 50degrees 02minutcs 42sconds W 507.51 feet to a 1/2 inch iron rod with cap stamped M&A placed, and
4.) N 23degrees 04minutes 42sconds W 76.69 feet to a 1/2 inch iron rod with cap stamped M&A placed in the east line of that called 0.172 acres described in a deed to the City of Waco, McLennan County of record as Instrument 2004008879 in the Official Public Records of McLennan County, Texas for the southwest corner of the herein described parcel of land.

Thence N 11 degrees 53minutes 42sconds E 32.46 feet along the east line of the said 0.172 acre parcel to a 1/2 inch iron rod with cap stamped M&A placed at its intersection with the cast line of a 30 foot wide Brazos River Authority Sewer and Access Road Easement of record in Volume 1075, Page 507 of the said McLennan County Deed Records, a 1/2 inch iron rod found at the northeast corner of the said City of Waco 0.172 acre parcel bears N 11 degrees 53minutes 42seconds E 9.90 feet,

Thence following the east line of the said Brazos River Authority 30 foot wide easement the following five (5) courses and distances:
SCHEDULE A
(continued)

1.) N 61degrees 58minutes 00seconds E 67.32 feet to a 1 inch iron rod with cap stamped M&A placed at the beginning of a curve to the right,
2.) 12.41 feet along the said curve having a Radius of 25.00 feet and Chord Bearing N76degrees 11 minutes 30seconds E 12.29 feet to a 1/2 inch iron rod with cap stamped M&A placed at the end of the said curve,
3.) S 89degrees 35minutes 00seconds E 111.87 feet to a 1/2 inch iron rod with cap stamped M&A placed at the beginning of a curve to the left,
4.) 61.59 feet along the said curve having a Radius of 55.00 feet and Chord Bearing N58degrees 20minutes 18seconds E 58.42 feet to a 1/2 inch iron rod with cap stamped M&A placed at the end of the said curve, and
5.) N 26degrees 15minutes 35seconds E 222.28 feet to the Point of Beginning.

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

Commitment No.: ATCH18082917

GF No.: ATCH-01COM-ATCH18082917TH

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):

2. Item 1, Schedule B is hereby deleted.

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

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

4. Homestead or community property or survivorship rights, if any of any spouse of any insured.

(Appplies to the Owner Policy only.)

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

(Appplies to the Owner Policy only.)

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

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

8. 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 Mortgagor Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
SCHEDULE B
EXCEPTIONS FROM COVERAGE

(continued)

9. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.
   (Applies to Mortgagee Policy (T-2) only.)

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

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

   a. Rights of parties in possession.

   b. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgagee Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

      Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

      Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

   c. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

   d. Any portion of the subject property which lies within the boundaries of any roadway, public or private.

   e. Intentionally deleted.

   f. Intentionally deleted.

   g. Intentionally deleted.

   h. Judgment on Declaration of Taking dated October 24, 1960 by the United States of America and recorded in Volume 870, Page 573 of the Deed Records of McLennan County, Texas.

   i. Intentionally deleted.

   j. Easement from Methodist Home Foundation to Brazos River Authority, dated January 18, 1971 and filed in Volume 1086, Page 95, Deed Records of McLennan County, Texas.

   k. Intentionally deleted.


   m. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated June 27, 1983, recorded on July 12, 1983 in Volume 1445, Page 380 of the Deed Records of McLennan County, Texas. Reference to which instrument is here made for particulars. No
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

further search of title has been made as to the interest(s) evidenced by this instrument, and the Company
makes no representation as to the ownership or holder of such interest(s).

n. Memorandum of Agreement dated August 1, 1983 by and between Bowers Waco, LTD and Scarlett A.
Bowden and Jeffrey O. Bowden, recorded in Volume 1449, Page 451, Deed Records of McLennan
County, Texas.

o. Intentionally deleted.

p. Easement from Bowers Waco, LTD to Brazos River Authority, dated November 10, 1986 and filed in
Volume 1580, Page 496, Deed Records of McLennan County, Texas.

q. Intentionally deleted.

r. Intentionally deleted.

s. Easement from Calvin Zuber to City of Waco, dated March 28, 2016 and recorded under Clerk's File No.
2016011343 of the Official Public Records of McLennan County, Texas.

t. Intentionally deleted.

u. Intentionally deleted.

v. 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.

w. Any and all leases, recorded or unrecorded, with rights of tenants in possession. Company will delete this
exception from the policy/policies to be issued upon appropriate affidavit regarding same.

x. Any rights, easements, interests or claims which may exist by reason of or reflected by the following facts
shown on the survey dated February 14, 2019 by Robert E. Mitchell, RPLS 5801, Mitchell & Associates,
Inc., Job No. 19-01-2208, including but not limited to the following:
1) Overhead Electric Line crosses parcel;
2) Gravel Drive outside easement and onto parcel;

y. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for
immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy
issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work
performed or materials furnished in connection with improvements placed, or to be placed, upon the
subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured
under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date
hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to $ 0.00. Liability shall increase
as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum
plus the amount actually expended by the insured in improvements at the time the loss occurs. Any
expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of
the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of
this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
SCHEDULE C

Commitment No.: ATCH18082917
GF No.: ATCH-01COM-ATCH18082917TH

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

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

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

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

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

5. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

6. The Company must be furnished with a marital affidavit from each record owner from the date of his/her acquisition of subject property to the present time. The spouse of each record owner must join in any conveyance of subject property.

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

   Limited Liability Company: Brownstone Ventures, LLC

   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.

   c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.

   d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created.
SCHEDULE C
(continued)

e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Note – Important Notice

You have the right to have your funds deposited in an interest-bearing account.

If you choose to establish an interest-bearing account for your deposit, notify your escrow officer immediately. Thereafter you will be provided with a Notice of Election form which you should complete in writing by completing and returning the form, along with your taxpayer identification information, not later than five (5) days before the scheduled closing. If you choose to establish an interest-bearing account for your deposit, an additional charge of $50.00 will be required. This charge may exceed the amount of interest to be earned on the deposit, depending on the amount, applicable interest rate, and the duration of the deposit.

As an example, the amount of interest you can earn on a deposit of $1000.00 for a thirty-day period at an interest rate of 4% is $3.33. Interest earned is dependent on the amount of deposit, time of deposit and the applicable interest rate.

If you do not choose to establish an interest-bearing account for your deposit, your funds will be deposited with other escrow funds in your escrow agent’s general escrow account with an authorized financial institution and may be transferred to another general escrow account or accounts. By reason of the banking relationship between our Company and the financial institution, the Company may receive an array of bank services, accommodations or other benefits. The escrow funds will not be affected by such services, accommodations or other benefits.

Failure to notify your escrow officer and complete the additional required investment authorization form shall constitute waiver of any intention of establishing an interest-bearing account for your deposit(s).
SCHEDULE D

Commitment No.: ATCH18082917

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

1. The issuing Title Insurance Company, Alamo Title Insurance, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   - **Shareholders:** Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   - **Directors:** Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Joseph W. Grealish, Erika Meinhardt, John A. Wunderlich, Roger S. Jewkes
   - **Officers:** Raymond Randall Quirk (President), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer)

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
   - **Alamo Title Company**
     - (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
       - **Owners:** Alamo Title Holding Company owns 100% of Alamo Title Company
     - (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
       - **Owners:** FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Alamo Title Company
     - (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
       - **Directors:** Raymond Randall Quirk, Anthony John Park
       - **Officers:** Raymond Randall Quirk (Chief Executive Officer), Paula D. Hester (President and County Manager), Edward J. Hall (President and County Manager), Todd B. Rasco (President and County Manager), Anthony John Park (Executive Vice President), Michael Louis Gravelle (Secretary), Daniel Kennedy Murphy (Treasurer), Christina Shaheen (Vice President), Nancy Fox (Vice President)
     - (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
     - (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

You are further advised that the estimated title premium* is:

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>7,229.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Percent/Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>American Guaranty Title</td>
<td>Title examination</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.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date: 
To: Calvin Zuber
Property: 9 acre tract out of Charles Farnash Survey S-347 and J. M. Sampler Survey A-785, Waco, TX

This is to give you notice that Alamo Title Company, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Alamo Title Company with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the consummation of the transaction involving the above referenced property.

<table>
<thead>
<tr>
<th>Settlement Service Provider</th>
<th>Type of Settlement Provided</th>
<th>Range of Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

There are frequently other settlement service providers available who offer similar services. You are free to shop around to determine that you are receiving the best services and the best rate for these services.

Acknowledgment
I/We have read this disclosure form and understand that Alamo Title Company is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.

__________________________________________  ___________________________________________
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

Signature

Date
Texas Title Insurance Information

Title insurance insures you against loss resulting from certain risks to your title.
The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.
El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entendelo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

---Conditions are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
TEXAS TITLE INSURANCE INFORMATION
(Continued)

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

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:
• contact information (e.g., name, address, phone number, email address);
• demographic information (e.g., date of birth, gender, marital status);
• identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
• financial account information (e.g. loan or bank account information); and
• other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:
• Internet Protocol (IP) address and operating system;
• browser version, language, and type;
• domain name system requests; and
• browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected
We may collect Personal Information about you from:
• information we receive from you on applications or other forms;
• information about your transactions with FNF, our affiliates, or others; and
• information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.
Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:
• To provide products and services to you or in connection with a transaction involving you.
• To improve our products and services.
• To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:
• to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
• to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
• to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
• to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
• in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “Choices With Your Information” to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.
For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about you creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information: Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
** 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.

<table>
<thead>
<tr>
<th>** US Representative</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>** State Senator</td>
<td>District</td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
</tr>
<tr>
<td>School Superintendent</td>
<td>District Name</td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
<td>Email</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
</tbody>
</table>

** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.
## Neighborhood Organizations

- **X** 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>1.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
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</tr>
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<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
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</tr>
<tr>
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<td>Phone</td>
</tr>
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<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5.</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
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<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

2/28/2019
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 - Format 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):
   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(j)(4) of the GAP or for which notification is required have been listed in the pre-application and/or the Application.

2/15/2019
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: ____________________________

Signature of Applicant/Development Owner

JEREMY MEARS

Printed Name

LOUISIANA

Notary Public, State of

My Commission expires

OUACHITA

County of

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be the 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 27th day of January, 2015

Robert E Harris, Jr

Notary Public Signature

2/15/2015
1. The proposed Development is: (Check all that apply)

- [ ] New Construction
- [ ] and/or: Adaptive Reuse

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

![Image of a form with checkboxes and text fields]  

Previous TDHCA #: n/a  
If Acquisition/Rehab or Rehab, original construction year: n/a

2. The Target Population will be:

- [ ] Elderly

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.
- [n/a] 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):

3. Staff Determinations regarding definitions of development activity obtained?

- [n/a] 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.

Development is fee simple, garden style apartment complex that is typical for the target population.

Development Narrative

2. Tab 17, Development Narrative – The narrative didn’t describe anything about possible services or any other special things about the development. It was only one line. Add more details so that we will know more about what your development will offer.

We followed the instruction provided on page 27 the MF Procedures Manual which states “Unless there are unusual aspects of the Development, the narrative should be one sentence, such as a statement that the Development is a fee simple, garden style apartment complex that is typical for the Target Population.” There is nothing unusual about this development.

If a revised form is submitted, date of submission: 2/28/2019
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

Has this site/activity previously received TDHCA funds?  
No

If "Yes" Enter Project Number: n/a and TDHCA funding source: n/a

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

If yes, source: n/a

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

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

Pursuant to §42(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.
- 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.

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

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

[ ] Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: 2/28/2019
### 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>14</th>
<th>Points</th>
</tr>
</thead>
</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:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>500</td>
<td>600</td>
<td>800</td>
<td>1,000</td>
<td>1,200</td>
</tr>
</tbody>
</table>

**OR:**

- Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and 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).

| Yes |

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

and

| Yes |

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

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

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; Points claimed: 6
- OR meets the minimum size requirements below:
  - 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.

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

- At least 20 percent of all low-income Units at 30% or less of AMGI* Points claimed: 0
- Direct Loan Points: 0
- At least 10 percent of all low-income units at 40% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI* Points claimed: 0
- Direct Loan Points: 0
- At least 5 percent of all low-income Units at 30% or less of AMGI* Points claimed: 0
- Direct Loan Points: 0

- n/a 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.
  - 32 Total Number of Units at 50% or less of AMGI
  - 11 Number of 30% Units used to score points under §11.9(c)(2)*
  - 0 Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
  - 21 Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
  - 20.39% Percentage used for calculation of eligible points under §11.9(c)(1)

- Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or Points claimed: 0
- Development proposed in all other areas.

- 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).
  - Points claimed: 0

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

- Application is seeking points for Income Levels of Residents.

3/1/2019
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 [11]
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or [0]
- 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]
- All other Developments. [9]
- 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

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.

X 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:

X 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;

X 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;

X 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.

X Development only has units with an existing or proposed 62 or more age restriction.

X 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.

X 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.

X The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

X Other disqualifying factor (please explain)

Attachment is seeking points for Tenant Populations.  

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</strong></td>
<td></td>
</tr>
<tr>
<td>X Development is requesting Pre-Application Points.</td>
<td>6</td>
</tr>
<tr>
<td><strong>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</strong></td>
<td></td>
</tr>
<tr>
<td>X Development will maintain a 35 year Affordability Period.</td>
<td>2</td>
</tr>
<tr>
<td><strong>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</strong></td>
<td></td>
</tr>
<tr>
<td>_Widget</td>
<td>0</td>
</tr>
<tr>
<td><strong>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</strong></td>
<td></td>
</tr>
<tr>
<td>X Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td>1</td>
</tr>
<tr>
<td><strong>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</strong></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>1</td>
</tr>
</tbody>
</table>

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.

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.
February 18, 2019

Texas Department of Housing and Community Affairs
Attn: Spencer Duran
221 East 11th Street
Austin, Texas 78701

Re: HTC #19063, Residences at Lake Waco, Waco, Texas

To Whom It May Concern:

I hereby certify that neither the Applicant for Residences at Lake Waco, nor any of its Affiliates, have an ownership interest or control of any Existing Development that meets the criteria outlined in the Section 811 PRA Program Existing Development Criteria. Attached you will find a list of the properties associated with the Applicant, and the factors which disqualify each development for participation in Section 811. Should you have any question or need additional information, please feel free to contact me.

Sincerely,

Jeremy Mears
Developer/Member, General Partner
## Mears Development & Construction: 811 Disqualifying Factors

<table>
<thead>
<tr>
<th>TDHCA #</th>
<th>Development Name</th>
<th>Ownership Interest</th>
<th>City</th>
<th>MSA</th>
<th>Disqualifying Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>18142</td>
<td>San Juan Mission Villas</td>
<td>GP</td>
<td>San Antonio</td>
<td>San Antonio-New Braunfels</td>
<td>Lack of legal authority</td>
</tr>
</tbody>
</table>
**Evolie Housing Partners: 811 Disqualifying Factors (affiliated partner Evon Harris)**

<table>
<thead>
<tr>
<th>TDHCA #</th>
<th>Development Name</th>
<th>Ownership Interest</th>
<th>City</th>
<th>MSA</th>
<th>Disqualifying Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>18138</td>
<td>Lancaster Senior Village</td>
<td>GP</td>
<td>Houston</td>
<td>Houston-The Woodlands-Sugar Land</td>
<td>Flood Plain: Shaded X, AE</td>
</tr>
</tbody>
</table>
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Introduction

The purpose of this Packet is to formalize the process by which an Applicant establishes its lack of legal authority to commit Section 811 PRA Program Units in a Development as described pursuant to 10 TAC §11.9(c)(6)(A) of the Qualified Allocation Plan ("QAP").

This Packet is required only if all of the following conditions are true:

1) An Applicant is selecting points under Tenant Populations with Special Housing Needs pursuant to 10 TAC §11.9(c)(6) AND

2) An Applicant is seeking to establish its lack of legal authority where an Applicant or Affiliate Owns or Controls an Existing Development that otherwise meets the criteria established by 10 TAC §11.9(c)(6)(B) of the QAP.

One Packet must be submitted for each Existing Development for which the Applicant or Affiliate is seeking a determination that the needed legal authority is lacking and that the Development can be excluded from consideration.

Instructions: Complete the Questionnaire on page 2 of this packet, then complete the fields on each of the subsequent form cover pages, and attach the denoted documentation for each item behind each included cover pages. Submit each Packet, including Attachments in PDF format and include bookmarks for each item. The Packet must be saved and uploaded as one standalone file to the Serv-U folder associated with each 2019 Multifamily Application.

This Packet and all supporting documentation must be uploaded to the Department’s Serv-U system at the same time as, but as a separate document from, the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/applyfunds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Questions about this Packet may be submitted to Spencer Duran: spencer.duran@tdhca.state.tx.us
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Questionnaire

2019 Uniform Multifamily Application #19063

1) Selecting Points under 10 TAC §11.9(c)(6)?
   ☐ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 2

2) To obtain Points under 10 TAC §11.9(c)(6), Applicants must first attempt to meet the requirements in §11.9(c)(6)(B).

   Does the Applicant Own or Control and Existing Development that appears on the List of Qualified Existing Developments?
   ☐ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 3

3) Is the Applicant seeking to establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that appears on the List of Qualified Existing Developments?
   ☐ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 4

4) Can the Applicant provide all three of the following items listed under §11.9(c)(6)(A)(i)-(iii)?
   ☐ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO COVER PAGES

   (i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement);

   (ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program); AND

   (iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party identified in (ii) that they are denying an Existing Development from participation).
Section 811 Project Rental Assistance (“PRA”) Program Supplement Packet

Legal Right to Withhold Cover Page §11.9(c)(6)(A)(i)

2019 Uniform Multifamily Application #19063

Existing Development Name San Juan Mission Villas

(i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement)

Describe the specific legally enforceable agreement being attached: Predevelopment Loan Agreement

Provide the name of the Third Party: Hudson HT LP

List the specific citation in the agreement that clearly denotes the Third Party has a legal right to withhold consent: 5(b)

List the page number in the agreement that clearly denotes the Third Party has a legal right to withhold consent: 3

ATTACH PDF OF THE LEGALLY ENFORCEABLE AGREEMENT BEHIND THIS PAGE.
PRE-EQUITY LOAN AND SECURITY AGREEMENT

THIS PRE-EQUITY LOAN AND SECURITY AGREEMENT (this “Agreement”) is made and entered into as of January 14, 2019, by and between (i) HUDSON HT LP, a Delaware limited partnership whose principal place of business is located at 630 Fifth Avenue, 28th Floor, New York, New York 10111 (“Lender”); (ii) SAN JUAN MISSION VILLAS, LTD., a Texas limited partnership (“Borrower”); (iii) SAN JUAN MISSION VILLAS GP, LLC, a Texas limited liability company (“General Partner”); (iv) JEREMY MEARS, an individual (“Mears” or “Limited Partner”); (v) MEARS DEVELOPMENT AND CONSTRUCTION, INC., a Louisiana corporation (“Developer”); (vi) BROWNSTONE AFFORDABLE HOUSING, LTD., a Texas limited partnership (“Brownstone”); (vii) LESLIE HOLLEMAN, an individual (“Holleman”); and (viii) DOAK BROWN, an individual (“Brown”) (each of Brownstone, Holleman, Brown and Mears, a “Guarantor”, and, collectively, the “Guarantors”).

Reference is hereby made to the following:

A. Lender is making a loan to Borrower, in the principal amount of up to Six Hundred Thousand and 00/100 Dollars ($600,000.00) (the “Loan”) as evidenced by the Promissory Note, of even date herewith, executed by Borrower in favor of Lender (the “Note”), for the purpose of enabling Borrower to pay acquisition and pre-development costs associated with the “Property” (as hereinafter defined).

B. General Partner is the sole general partner of Borrower and Limited Partner is the sole limited partner of Borrower.

C. The purpose of Borrower is to own, construct, maintain and operate a 102-unit multifamily apartment complex intended for rental to persons of low income in San Antonio, TX to be known as San Juan Mission Villas (the “Property”).

D. Borrower has received a reservation of low-income housing tax credits with respect to the Property from the appropriate agency in the annual amount of $1,140,000 (the “Reservation”).

E. As security for the repayment of the Loan and all other amounts which may become payable by Borrower and/or the Guarantors pursuant to the “Loan Documents” (as defined in Section 3 hereof), and the performance by Borrower and the Guarantors of all of their obligations under the Loan Documents, Borrower, General Partner, Limited Partner and Developer are willing to pledge to, and create a security interest in favor of Lender in the “Collateral” (as hereinafter defined).

F In consideration of Lender making the Loan to Borrower, Borrower shall pay to Lender a non-refundable origination fee of $6,000.

Accordingly, in order to induce Lender to make the Loan, Borrower, General Partner, Limited Partner, Developer and each Guarantor hereby agree with Lender as follows:
1. **Repayment of the Note.** If demand for payment has not earlier been made, advances made under the Note may be repaid from excess funds available to Borrower. Nothing in this paragraph or elsewhere in the Loan Documents shall limit the full, complete and sole discretion of Lender to decide whether to invest in Borrower and to make demand for payment on the Note to the extent permitted in the Note and this Agreement, and Borrower and the Guarantors shall at all times remain fully and personally liable for all amounts due to Lender under the Note and the other Loan Documents.

2. **Pledge of Collateral.** As security for the repayment of the Note and the performance of all other “Obligations” (as hereinafter defined), Borrower, General Partner, Limited Partner and Developer, as appropriate, hereby:

   (a) pledge, assign and deliver to Lender and grant to Lender a security interest in all of Borrower’s, General Partner’s, Limited Partner’s or Developer’s rights and interests in the Reservation; and

   (b) pledge, assign and deliver to Lender and grant to Lender a security interest in (i) all of General Partner’s general partner interest in Borrower and Limited Partner’s limited partner interest in Borrower and the proceeds and products thereof, including without limitation all distributions and other property, rights and interests that they are at any time entitled to receive on account of such interests; and (ii) all payments due or to be paid to General Partner and Limited Partner by Borrower, as fees, returns of capital, distributions, repayments of loans or advances or for any other purpose; and

   (c) pledge, assign and deliver to Lender and grant to Lender a security interest in all of Developer’s or any of its affiliates’ rights and interests in the payment of all development and overhead fees to be paid to any of them pursuant to any development agreement entered into or to be entered into between the Developer and Borrower regarding the Property (the “Development Fees”).

The items referred to in clauses (a), (b) and (c) shall collectively be referred to herein as the “Collateral.” For purposes of the security interest granted hereunder and any foreclosure or other transfer by Lender hereunder, Borrower, General Partner, Limited Partner and Developer, to the extent they are able to do so, hereby waive any restrictions on transferability and encumbrance of the Collateral or any portion thereof applicable to Borrower.

3. **Obligations Secured.** The Collateral is pledged, assigned and transferred, and a security interest therein is granted to Lender as security for the payment and performance of any and all liabilities, indebtedness and obligations set forth in the Note, this Agreement, financing statements and in all other documents governing, securing and/or evidencing the Loan, including that certain Unconditional Guaranty made by the Guarantors for the benefit of Lender (collectively, the “Loan Documents”). The liabilities, indebtedness and obligations so secured are hereinafter referred to as the “Obligations”.

2
4. [Reserved.]

5. **Covenants, Representations and Warranties.** Borrower, General Partner, Limited Partner, Developer and the Guarantors jointly and severally covenant, represent and warrant that:

   (a) **Ownership.** The Collateral is and shall remain free and clear of any security interests, pledges, liens, encumbrances and restrictions on the transfer thereof other than those created pursuant to the Loan Documents and other than those created in favor of Lender or its affiliates. The Collateral includes all of the partnership interests in Borrower owned by General Partner or Limited Partner, whether of record or beneficial, or direct or indirect.

   (b) **No Admission, Withdrawal, Sale or Other Disposition.** So long as any Obligations remain outstanding, without the prior written consent of Lender: (i) neither Borrower, General Partner, Limited Partner, Developer nor any Guarantor will offer, sell, assign, transfer or otherwise dispose of, give any option or grant any consent with respect to, or further pledge, hypothecate, or in any manner whatsoever encumber the Collateral or any portion thereof or any interest therein or, in the case of General Partner and Limited Partner, withdraw from Borrower; and (ii) neither Borrower, General Partner, Limited Partner, Developer nor any Guarantor will offer, sell, assign, transfer or otherwise dispose of, or give any option or grant any consent with respect to, or further pledge, hypothecate or in any manner whatsoever encumber the Property or such other property upon which the Property is or will be located, or any portion thereof or any interest therein, except as contemplated by the project financing arrangement heretofore disclosed to and approved by Lender.

   (c) **Authority.** Borrower, General Partner, Limited Partner, Developer and each Guarantor each have the power and authority to enter into and perform the Loan Documents; each of the Loan Documents constitutes the legal, valid and binding obligation of each of the aforesaid parties and requires no approval or filing with any governmental authority which has not been obtained or performed; and the execution, delivery and performance of the Loan Documents by each of the aforesaid parties and the execution, delivery and performance of this Agreement and the related financing statements will not constitute a violation of or result in the breach of or constitute a default under any contract to which any of the aforesaid parties is a party or by which it is bound, or violate any law, judgment, decree or governmental order, rule or regulation applicable to the aforesaid parties.

   (d) **Financial Statements.** Each of the most recent balance sheets of the Guarantors delivered to Lender is complete and correct in all material respects and presents fairly the financial position of the person or entity to which it relates as of the date thereof, and there has been no material adverse change in the condition, financial or otherwise, of said person or entity since the date as of which the aforementioned balance sheet related. Each Guarantor will furnish Lender with such additional financial statements and other information respecting its or his respective financial condition as Lender may from time to time reasonably request.

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Adding 811 units would be considered an additional encumbrance on the property that would require Lender written consent.
(e) **Place of Business.** Each of the aforesaid parties maintains its place of business at the address set forth in Section 11 below, and will promptly notify Lender of any change in such address.

(f) **Ownership of the Property.** Borrower has the right to acquire a fee simple interest in the Property.

(g) **Litigation, etc.** No litigation or proceeding against Borrower, General Partner, Limited Partner, Developer or any of the Guarantors, nor any other litigation or proceeding directly affecting the Property, is pending or, to the knowledge of Borrower, General Partner, Limited Partner, Developer or the Guarantors, threatened before any court, administrative agency, or other governmental authority which would, if adversely determined, have a material adverse effect on Borrower, General Partner, Limited Partner, Developer, any Guarantor, or any of their businesses or the development, rehabilitation and/or operations of the Property.

(h) **Tax Credits.** Borrower has received the Reservation from the appropriate agency and the Reservation is in full force and effect.

(i) **Property.** The Property is presently in compliance in all material respects with all applicable building, zoning, antipollution, hazardous substance, hazardous material, oil, environmental, health, safety or other laws, ordinances or regulations, and neither Borrower, General Partner, Limited Partner, Developer nor any Guarantor has received notification that the Property is in violation of any of the foregoing provisions, except for any non-compliance with respect to the foregoing which does not have or will not have a direct or indirect material adverse effect on the business or properties of Borrower, General Partner, Limited Partner, Developer or any Guarantor or their respective abilities to meet their obligations under any of the Loan Documents. Except as set forth in the environment reports delivered to Lender (if any), no inquiry, notice or threat to give notice by any governmental authority or third party has been received by Borrower, General Partner, Limited Partner, Developer or any Guarantor with respect to the generation, storage or disposal or release or threat of release of any hazardous substance, hazardous material or oil, or with respect to any violation of any federal, state or local environmental, health or safety statute or regulation.

(j) **OFAC Compliance.** Neither Borrower, General Partner, Limited Partner, Developer nor any Guarantor, nor any of their respective affiliates or principals appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury or in the Annex to United States Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, nor are they otherwise a prohibited party under any anti-money laundering laws of the United States. For the avoidance of doubt, this representation shall not apply to any beneficial owners of Borrower, General Partner, Limited Partner, Developer or Brownstone, nor any of their affiliates or principals that are indirect beneficial owners as a result of their ownership in a publicly traded company.
6. **Perfection of Security Interest in Collateral.** Borrower, General Partner, Limited Partner, Developer and each Guarantor will, if requested, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments, including appropriate UCC-1 financing statements, and take all such action as Lender may reasonably deem necessary or advisable to carry out the intent and purposes of the Loan Documents, or for assuring and confirming to Lender the grant and perfection of its security interest in the Collateral.

7. **Custody of Collateral.** Lender shall have no duty or responsibility as to the collection or protection of the Collateral or any part thereof or any income thereon, or as to the preservation or perfection of any rights pertaining thereto or security interests therein.

8. **General Partner Acknowledgment.** By its execution hereof, the General Partner acknowledges and confirms the security interests created hereby and the rights to apply funds as set forth herein.

9. **Indemnity.** Borrower, General Partner, Limited Partner, Developer and the Guarantors will jointly and severally indemnify and save and hold Lender harmless from and against any and all claims, damages, loss, liability or judgments which may be incurred or sustained by Lender or asserted against Lender, directly or indirectly, in connection with (a) the existence of or the exercise of any of the security rights with respect to the Collateral and (b) any such claims, damages, loss, liability or judgments arising from or on account of any law, regulation, order, directive or judgment relating to environmental matters or hazardous substances unless any of the foregoing directly resulted from the gross negligence or willful misconduct of Lender. The covenants contained in this paragraph shall survive the termination of the other provisions of the Loan Documents.

10. **Default and Remedies.**

   (a) The occurrence of any of the following events shall constitute an event of default ("Events of Default"): 

   (i) Borrower or the Guarantors shall fail to make any payment under the Note when due; or 

   (ii) any representation or warranty made by Borrower, General Partner, Limited Partner, Developer or any Guarantor in the Loan Documents or in any certificate, agreement, instrument or statement contemplated by or made or delivered pursuant to or in connection with the Loan Documents shall prove to have been incorrect in any material respect when made; or 

   (iii) Borrower, General Partner, Limited Partner, Developer or any Guarantor shall fail to perform or observe any other material term, covenant or agreement
contained in the Loan Documents on its part to be performed or observed, and any such failure continues for a period of fifteen (15) days after written notice thereof shall have been given to Borrower, General Partner, Limited Partner, Developer or a Guarantor, as appropriate; or

(iv) if, for any reason (other than full satisfaction or written release by Lender) the Loan Documents shall cease to be valid and binding, except if exclusively due to the action or inaction of Lender, and in full force and effect or Borrower, General Partner, Limited Partner, Developer or any Guarantor shall assert that it or he is not liable under the Loan Documents; or

(v) a judgment or order for the payment of money shall be rendered against Borrower, General Partner, Limited Partner, Developer or any Guarantor which would have a material adverse effect on such party, its business or operations and such judgment or order shall continue unsatisfied and unstayed for a period of 90 days;

(vi) if Borrower, General Partner, Limited Partner, Developer or any Guarantor files or consents to the filing of, or commences or consents to the commencement of, any proceeding, action, petition or filing under the Federal Bankruptcy Code or any similar state or federal law now or hereafter in effect relating to bankruptcy, reorganization or insolvency, or the arrangement or adjustment of debts (“Bankruptcy Proceeding”);

(vii) if any Bankruptcy Proceeding shall have been filed against Borrower, General Partner, Limited Partner, Developer or any Guarantor and the same is not withdrawn, dismissed, canceled or terminated within 120 days of such filing;

(viii) if Borrower, General Partner, Limited Partner, Developer or any Guarantor is adjudicated bankrupt or insolvent or a petition for reorganization of Borrower, General Partner, Limited Partner, Developer or any Guarantor is granted;

(ix) if Borrower, or any affiliate thereof, defaults under the Letter of Intent between Borrower and Hudson Housing Capital LLC dated November 29, 2018 (the “Letter of Intent”); or

(x) if Borrower, General Partner, Limited Partner, Developer or any Guarantor shall make an assignment for the benefit of its creditors or shall admit in writing the inability to pay its debts generally as they become due; or

(xi) Borrower shall cause or permit an Event of Default under Section 11 of the Note.

(b) Upon the occurrence of an Event of Default in addition to any other rights it may have under the Loan Documents or otherwise, Lender shall have the following rights:
(i) **Acceleration.** Lender may, upon 10 days’ written notice to Borrower and the Guarantors, declare the entire unpaid principal amount of the Note, and all other amounts payable under the Loan Documents, to be forthwith due and payable without presentment, demand, protest or further notification of any kind, all of which are hereby expressly waived by Borrower and the Guarantors.

(ii) **Sale of Collateral.** Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in force in the State of Texas, including without limitation, the right without demand or notice to Borrower, General Partner, Limited Partner, Developer or any Guarantor to collect, receive or take possession of the Collateral or any part thereof. Borrower and the Guarantors, jointly and severally, shall be liable for, and shall pay on demand, all expenses of retaking, holding, preparing for sale, sale, or the like, and all reasonable attorneys’ fees and other expenses incurred by Lender in connection with the collection of the Obligations and the enforcement of Lender’s rights under the Loan Documents, all of which expenses and fees shall constitute additional Obligations secured by the Loan Documents. Borrower, General Partner, Limited Partner, Developer and each Guarantor each will execute and deliver, or cause to be executed and delivered, such instruments, documents, assignments, waivers, certificates and affidavits and supply or cause to be supplied such further information and take such action as Lender shall reasonably require in connection with such sale.

(iii) **Application of Proceeds.** The proceeds of all collections, and any other monies, the application of which is not otherwise herein provided for, shall be applied as follows: First, to the payment of the costs and expenses of such collections, and the reasonable compensation of Lender and its counsel; Second, to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine; and Third, to payment to Borrower, subject, however, to the rights of the holders of any then-existing lien of which Lender has actual notice.

(iv) **Power of Attorney.** Upon an Event of Default, each of Borrower, General Partner, Limited Partner, Developer and each Guarantor hereby appoints Lender its attorney-in-fact (the “Attorney”) with full power of substitution (such power of attorney acknowledged to be coupled with an interest), (A) to arrange for the transfer of the Collateral or any part thereof on the books of Borrower, General Partner, Limited Partner and Developer into the name of Lender or into the name of Lender’s nominee, if, at any time following Lender’s exercise of its rights hereunder, the Attorney shall, in its sole discretion, deem such a transfer to be desirable, and (B) to take any other action and execute any document or instrument, in the name of Borrower, General Partner, Limited Partner, Developer or any Guarantor or otherwise, which the Attorney may at any time deem necessary or appropriate, in its sole reasonable discretion, in order to protect Lender’s security interest in the Collateral or any part thereof or to foreclose said security interest in accordance herewith or otherwise fulfill the obligations of Borrower, General Partner Limited Partner, Developer or any under the Loan Documents. Lender may at any time terminate the appointment of Lender as the Attorney hereunder and designate a successor Attorney hereunder, upon written notice to Borrower, General Partner,
Limited Partner, Developer or a Guarantor, as the case may be, of the designation of such successor Attorney.

11. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed, postage prepaid, by overnight courier service, or by registered or certified mail, addressed in the case of Borrower, General Partner, Limited Partner, Developer and the Guarantors, to their addresses set forth below, and in the case of Lender to it at the address set forth above, or to such other address as a party may from time to time specify by like notice.

To Lender:

Hudson HT LP  
c/o Hudson Housing Capital LLC  
630 Fifth Avenue  
New York, NY 10111  
Attention: Joseph A. Macari  
Fax No.: 212-218-4467

To Borrower, General Partner, Limited Partner, Developer or any Guarantor:

c/o San Juan Mission Villas, Ltd.  
404 East Worth Street  
Grapevine, TX 76051  
Attention: Jeremy Mears

Until such time as Bank of America, N.A. notifies Borrower that it no longer has a security interest in the Loan and the Loan Documents, any notice to Lender shall also be provided to Bank of America, N.A., at 225 Franklin Street, 2nd Floor, Mail Stop MA1-225-02-04, Boston, MA 02110, Attention: Andrew Rosen, Senior Vice President.

12. Assignability. If any or all of the Obligations are assigned by Lender, this Agreement shall automatically be assigned therewith in whole or in part, as applicable, without the need of any express assignment and when so assigned, each party hereto shall be bound as set forth herein to the assignee(s) without in any manner affecting such party’s liability hereunder for any part of the Obligations retained by Lender.

13. Miscellaneous. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas. Amendments of this Agreement may be made only in writing. Furthermore, compliance with any warranty, covenant, or condition herein set forth may be omitted or waived only in writing by Lender. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement may be executed in any number of
counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute but one and the same Agreement.

14. **Letter of Intent.** Borrower, General Partner, Limited Partner, Developer and each Guarantor acknowledge that their Obligations are independent from any party’s obligations under the Letter of Intent, and repayment of the Loan is not contingent upon, in any way, the consummation of the transaction contemplated in the Letter of Intent.

[Signatures on Following Page]
Executed under seal as of the date referred to above.

**LENDER:**

HUDSON HT LP

By: HUDSON HT GP LLC, its general partner

By:

Name: Joseph Macari
Title: Managing Director

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]
SIGNATURE PAGE TO PRE-EQUITY LOAN AND SECURITY AGREEMENT

BORROWER:

SAN JUAN MISSION VILLAS, LTD.,
a Texas limited partnership;

By: San Juan Mission Villas GP, LLC,
a Texas limited liability company,
its General Partner

By:
Name: Jeremy Mears
Title: Manager

[Signatures continued on following page]
GENERAL PARTNER:

SAN JUAN MISSION VILLAS GP, LLC, a Texas limited liability company

By: __________________________
Name: Jeremy Mears
Title: Manager

LIMITED PARTNER / MEARS:

Jeremy Mears

DEVELOPER:

MEARS DEVELOPMENT AND CONSTRUCTION, INC., a Louisiana corporation

By: __________________________
Name: Jeremy Mears
Title: President

[Signatures continued on following page]
BROWNSTONE:

BROWNSTONE AFFORDABLE HOUSING, LTD., a Texas limited partnership;

By: Three B Ventures, Inc., a Texas corporation,
its General Partner

By: ____________________
Name: Doak Brown
Title: Vice President

HOLLEMAN:

SEE ATTACHED

_______________________________
Leslie Holleman

BROWN:

_______________________________
Doak Brown
SIGNATURE PAGE TO PRE-EQUITY LOAN AND SECURITY AGREEMENT

BROWNSTONE:

BROWNSTONE AFFORDABLE HOUSING, LTD., a Texas limited partnership;

By: Three B Ventures, Inc., a Texas corporation, its General Partner

By: ____________________________
Name: Doak Brown
Title: Vice President

HOLLEMAN:

______________________________
Leslie Holleman

BROWN:

______________________________
Doak Brown
ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program)

Describe and attach the request made by the Applicant or Affiliate to the Third Party asking for consent:

______________________________________________________________________________

ATTACH PDF OF THE REQUEST FROM THE APPLICANT OR AFFILIATE TO THE THIRD PARTY BEHIND THIS PAGE.
February 21, 2019

Hudson HT LP
Attn: Josh Lappen
630 Fifth Avenue, 28th Floor
New York, New York 10111

RE: San Juan Mission Villas – Request for Additional 811 Units

Mr. Lappen:

As you are already aware, the San Juan Mission Villas project was underwritten with an existing ten (10) units that are to be subject to the Section 811 Project Rental Assistance Program (“Section 811 Program”). We are in the process of submitting our 2019 Tax Credit Applications with the Texas Department of Housing and Community Affairs. In the event one of our deals is successful with an award of tax credits, is there a possibility that San Juan Mission Villas can be committed to the Section 811 program with an additional ten (10) units? We are writing this letter to seek lender approval under the existing predevelopment loan agreement to allow us to increase the Section 811 units on San Juan Mission Villas to twenty (20) total units.

Sincerely,

Mears Development & Construction, Inc.

By: [Signature]

Jeremy Mears, President
Existing Development Name: San Juan Mission Villas

iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party that they are denying an Existing Development from participation).

Describe and attach the response from the Third Party that was received by the Applicant or Owner that reflects their decision not to provide the requested consent:

Denial Letter

ATTACH PDF OF THE RESPONSE FROM THE THIRD PARTY THAT REFLECTS THEIR DECISION TO DENY THE REQUESTED CONSENT BEHIND THIS PAGE.
February 26, 2019

Jeremy Mears
Mears Development and Construction, Inc.
1000 Louisville Avenue
Monroe, LA 71201

Re: Request for Additional 811 PRA Units at San Juan Mission Villas

Dear Jeremy:

As you are aware, San Juan Mission Villas has already committed to participate in the Section 811 Program. Therefore, after further review, we have determined that additional encumbering of this property would not be in the best interest of the development. Our underwriting did not factor any additional operating expenses associated with these additional Section 811 units. Hence, we are not in a position to approve this significant change at this time.

Please feel free to contact me at (212) 218-4465 if you have any questions.

Sincerely,

Robert A. Castano
General Counsel
Phase I Environmental Site Assessment

PROPOSED LANCASTER SENIOR VILLAGE
NEQ OF LANCASTER STREET AND BELLFORT STREET
HOUSTON, HARRIS COUNTY, TEXAS 77087

PREPARED FOR

BAH LANCASTER SENIOR VILLAGE, LTD
6517 MAPLERIDGE
HOUSTON, TEXAS 77081

ASTEX REPORT NO. AE-18-13052
FEBRUARY 23, 2018
### Summary of Findings

**Proposed Lancaster Senior Village**  
Northeast Corner of Lancaster Road and Bellfort Street  
Houston, Harris County, Texas 77087

<table>
<thead>
<tr>
<th>Issue</th>
<th>Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating History</strong></td>
<td>The subject property is an irregular shaped parcel of land totaling approximately 11.3503 acres. The majority of the property is undeveloped land; however, A&amp;B Soils Company occupies the western portion of the site. For more information, see Section 3.5.</td>
</tr>
<tr>
<td><strong>Current Use</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Historical Use</strong></td>
<td>From at least 1938 until approximately 1966, the subject property was undeveloped land. From approximately 1966 until approximately 2005, small structures which were stores occupied the western portion of the subject property. By 2010, the structures had been removed and the site remained undeveloped land. For more information see Section 3.6.</td>
</tr>
<tr>
<td><strong>Adjacent Property Use</strong></td>
<td>The surrounding properties were undeveloped land from at least 1938 until the early 1950s when the north adjacent properties were developed with residences which remain through the present. From the mid-1960s through the 1980s the western and southeastern adjacent properties were developed with apartments. However, by 1989, the apartment buildings had been removed from both properties. The western and southern adjacent properties remain undeveloped land through the present. The eastern adjacent retail center was developed in the mid-1970s and remains through the present. For more information, see Section 3.7.</td>
</tr>
<tr>
<td><strong>Environmental Setting</strong></td>
<td><strong>Flood Potential</strong></td>
</tr>
<tr>
<td></td>
<td>The majority of the subject property is located in Flood Zone X (shaded). This zone is described as an area of moderate flood hazard usually described as between the 100 and 500 year floodplains. The southern portion of the subject property along the border is located in Flood Zone AE. This area makes up about 10% of the total area of the property. This zone is described as an area of high risk flood hazard. For more information, see Section 6.6.5.</td>
</tr>
<tr>
<td></td>
<td><strong>Wetlands</strong></td>
</tr>
<tr>
<td></td>
<td>The eastern portion of the subject property is located within a designated wetlands area. The wetlands area is a potential Section 404 water of the United States. A jurisdictional determination and, possibly, a Section 404 permit from the U.S. Army Corps of Engineers should be obtained prior to impacting the wetlands area on the subject property. For more information, see Section 6.6.7</td>
</tr>
<tr>
<td></td>
<td><strong>Geology/Hydrology</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Soils</strong></td>
</tr>
<tr>
<td></td>
<td>No environmental concerns regarding geology, soils, or drinking water were identified.</td>
</tr>
<tr>
<td></td>
<td><strong>Drinking Water Quality</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Site Conditions</strong></td>
</tr>
<tr>
<td></td>
<td>No evidence of ASTs or USTs was observed. According to a map of</td>
</tr>
</tbody>
</table>
National Flood Hazard Layer FIRMette

Legend

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE)
- With BFE or Depth
- Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile

Future Conditions 1% Annual Chance Flood Hazard

Area with Reduced Flood Risk due to Levee. See Notes.

Area with Flood Risk due to Levee

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile

Zone X

Zone A, V, A99

Zone AE, AO, AH, VE, AR

Zone X

Zone X

Zone AE

Zone AE

Zone X

Zone X

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

This map complies with FEMA’s standards for the use of digital flood maps if it is not void as described below. The base map shown complies with FEMA’s base map accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/7/2018 at 6:06:57 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

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.

2/28/2019
ARCHITECTURAL SITE PLAN (114 UNITS)

UNIT MATRIX:

<table>
<thead>
<tr>
<th>UNIT DESIGNATION</th>
<th>NO.</th>
<th>NET AREA</th>
<th>GROSS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PER UNIT</td>
<td>TOTAL PROJ.</td>
</tr>
<tr>
<td>A - 1-BED / 1-BATH</td>
<td>20</td>
<td>978 S.F.</td>
<td>54,160 S.F.</td>
</tr>
<tr>
<td>A-HC 2-BED / 2-BATH</td>
<td>4</td>
<td>978 S.F.</td>
<td>2,708 S.F.</td>
</tr>
<tr>
<td>B - 2-BED / 2-BATH</td>
<td>2</td>
<td>978 S.F.</td>
<td>1,956 S.F.</td>
</tr>
<tr>
<td>B-HC 2-BED / 2-BATH</td>
<td>2</td>
<td>978 S.F.</td>
<td>1,956 S.F.</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>114</td>
<td>86,208 S.F.</td>
<td>94,500 S.F.</td>
</tr>
</tbody>
</table>

BUILDING MATRIX:

<table>
<thead>
<tr>
<th>BUILDING DESIGNATION</th>
<th>NET AREA</th>
<th>GROSS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 APTS. (TYPE I)</td>
<td>46,038 S.F.</td>
<td>62,904 S.F.</td>
</tr>
<tr>
<td>2 APTS. (TYPE II)</td>
<td>40,170 S.F.</td>
<td>62,904 S.F.</td>
</tr>
<tr>
<td>3 CLUBHOUSE / LEASING OFFICE</td>
<td>1,154 S.F.</td>
<td>4,830 S.F.</td>
</tr>
<tr>
<td>4 MAILBOX SHELTER</td>
<td>0 S.F.</td>
<td>400 S.F.</td>
</tr>
<tr>
<td>TOTALS:</td>
<td>89,362 S.F.</td>
<td>123,772 S.F.</td>
</tr>
</tbody>
</table>

SITEMatrixES:

- 9.0 ACRES (12.67 UNITS PER ACRE)
- ZONE X, ZONE X-SHADED & ZONE AE
- NONE ON OR ADJACENT TO PROPERTY
- NONE

NOTES:

- 6 UNITS
- 3 UNITS
- 16 SPACES (VARIANCE BEING REQUESTED)
- 1.5 PER 1-BED & 2.0 PER 2-BED
- 11 ACCESSIBLE SPACES AND 11 VAN ACCESSIBLE SPACES
- 11 ACCESSIBLE SPACES
- 11 VAN ACCESSIBLE SPACES
- 11 ACCESSIBLE SPACES
- 11 VAN ACCESSIBLE SPACES

PARKING:

- REQUIRED: 160 SPACES
- PROVIDED: 137 SPACES

REFERENCES:

- 11 ACCESSIBLE SPACES
- 11 VAN ACCESSIBLE SPACES

ACCESSIBLE ROUTE, TYP.

1. Tab 22, Building Plans – No accessible units were identified on the building plans. They are marked on the Site Plan but not in the building plans. Please clarify.

2. Tab 22, Change Location of Site Plan – The checklist indicates that the ADA units are only required to be labeled on either the site plan or the building plans (copy checklist included herein for your convenience).

3. Tab 22, Flood mitigation was not mentioned on the Site Plan. Is it because there will be no buildings in the flood-prone area? Just clarify, no need to alter the Site Plan at this point.

4. Correct. As indicated on the checklist at Tab 22, flood mitigation is not applicable (copy of checklist included herein for your convenience). The site plan shows the boundaries of Zone X, which is where all of the buildings are to be located. Zone X is outside the floodplain.

RESIDENCES AT LAKE WACO
ARCHITECTURAL SITE PLAN (114 UNITS)
02/27/19
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

© 2019, ALL RIGHTS RESERVED
UNIT "B" - 2-BEDROOM / 2-BATH

<table>
<thead>
<tr>
<th>APPROX. FLOOR AREA</th>
<th>APPROX. FLOOR FINISHES</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONDITIONED AREA:</td>
<td>976 S.F.</td>
<td>100 %</td>
</tr>
<tr>
<td>STORAGE AREA:</td>
<td>14 S.F.</td>
<td>0 %</td>
</tr>
<tr>
<td>PORCH AREA:</td>
<td>56 S.F.</td>
<td>0 %</td>
</tr>
<tr>
<td>GROSS AREA:</td>
<td>1,050 S.F.</td>
<td></td>
</tr>
</tbody>
</table>

- TYPICAL CEILING HEIGHT TO BE 9'

NOTE: THERE ARE NO WALL OR DOOR CHANGES TO ADA UNITS.

UNIT "B-HC" - 2-BEDROOM / 2-BATH

<table>
<thead>
<tr>
<th>APPROX. FLOOR AREA</th>
<th>APPROX. FLOOR FINISHES</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONDITIONED AREA:</td>
<td>976 S.F.</td>
<td>100 %</td>
</tr>
<tr>
<td>STORAGE AREA:</td>
<td>14 S.F.</td>
<td>0 %</td>
</tr>
<tr>
<td>PORCH AREA:</td>
<td>56 S.F.</td>
<td>0 %</td>
</tr>
<tr>
<td>GROSS AREA:</td>
<td>1,050 S.F.</td>
<td></td>
</tr>
</tbody>
</table>

- TYPICAL CEILING HEIGHT TO BE 9'

NOTE: THERE ARE NO WALL OR DOOR CHANGES TO ADA UNITS.
6. Tab 22 Building Plans – Is the common area inclusive of the breezeways. This measurement is noted on the building plans. Please clarify:

Yes, the common area is inclusive of the breezeways.

1st, 2nd & 3rd LEVEL FLOOR PLAN

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>UNITS:</th>
<th>STORAGE AREA:</th>
<th>PORCH AREA:</th>
<th>COMMON AREA:</th>
<th>GROSS AREA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15,346 S.F.</td>
<td>320 S.F.</td>
<td>1,134 S.F.</td>
<td>4,365 S.F.</td>
<td>21,856 S.F.</td>
</tr>
<tr>
<td>2</td>
<td>15,346 S.F.</td>
<td>320 S.F.</td>
<td>1,134 S.F.</td>
<td>3,758 S.F.</td>
<td>20,558 S.F.</td>
</tr>
<tr>
<td>3</td>
<td>15,346 S.F.</td>
<td>320 S.F.</td>
<td>1,134 S.F.</td>
<td>3,758 S.F.</td>
<td>20,558 S.F.</td>
</tr>
<tr>
<td>4</td>
<td>46,038 S.F.</td>
<td>560 S.F.</td>
<td>3,402 S.F.</td>
<td>12,504 S.F.</td>
<td>62,904 S.F.</td>
</tr>
</tbody>
</table>

RESIDENCES AT LAKE WACO
BUILDING TYPE "I" FLOOR PLANS
02/27/19
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

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BUILDING TYPE "I" FLOOR PLANS
WHEN PRINTED FULL SIZE ON 11"x17" PAPER

SCALE: 1" = 20 FEET

HOUSTON, TEXAS 77081
6517 MAPLERIDGE
WWW.THEBROWNSTONEGROUP.NET
713.432.7727
BUILDING TYPE "I" ELEVATIONS

RESIDENCES AT LAKE WACO
WACO, TEXAS
02/27/19
PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

Exterior Finishes:

<table>
<thead>
<tr>
<th>Material</th>
<th>Approx. %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick</td>
<td>50%</td>
</tr>
<tr>
<td>Hardie Siding</td>
<td>50%</td>
</tr>
</tbody>
</table>

Scale: 1" = 20 FEET

© 2019, ALL RIGHTS RESERVED
### Building Type II Floor Plans

**Units:**
- **1st Level:**
  - Net Area: 13,390 sq. ft.
  - Storage Area: 286 sq. ft.
  - Porch Area: 1,022 sq. ft.
  - Common Area: 4,666 sq. ft.
  - Gross Area: 19,366 sq. ft.
- **2nd Level:**
  - Net Area: 13,390 sq. ft.
  - Storage Area: 286 sq. ft.
  - Porch Area: 1,022 sq. ft.
  - Common Area: 3,436 sq. ft.
  - Gross Area: 18,136 sq. ft.
- **3rd Level:**
  - Net Area: 13,390 sq. ft.
  - Storage Area: 286 sq. ft.
  - Porch Area: 1,022 sq. ft.
  - Common Area: 3,436 sq. ft.
  - Gross Area: 18,136 sq. ft.
- **4th Level:**
  - Net Area: 40,170 sq. ft.
  - Storage Area: 864 sq. ft.
  - Porch Area: 3,044 sq. ft.
  - Common Area: 11,538 sq. ft.
  - Gross Area: 55,638 sq. ft.

**Residences at Lake Waco, Waco, Texas**

**Building Type "II" Floor Plans**

**02/27/19**

Prepared by Brownstone Architects & Planners, Inc.

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Scale: 1" = 20 Feet

(Preliminary - Not for Building Permitting or Construction)
BUILDING TYPE "II" ELEVATIONS

REAR ELEVATION

APPROX. %

MATERIAL:

EXTERIOR FINISHES:

BRICK

50 %

HARDIE SIDING

50 %

RIGHT SIDE ELEVATION

RESIDENCES AT LAKE WACO

WACO, TEXAS

BUILDING TYPE "II" ELEVATIONS

02/27/19

PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

SCALE: 1" = 20-feet

WHEN PRINTED FULL SIZE ON 11x17 PAPER
|-----------|----------------|-------------------------|-----------------------|----------------------|----------------------|------------------------|

**Clubhouse Plans**

- MAILBOX SHELTER (400 S.F.)

**Clubhouse Building Plan**

**Clubhouse Roof Plan**

---

**Residences at Lake Waco**

**Clubhouse Floor & Roof Plan**

07/03/19

PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

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Brownstone Architects & Planners, Inc.
6517 MAPLERIDGE
Houston, Texas 77081
www.thebrownstonegroup.net
713.432.7727

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

- **Building Configuration (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:**
  - Free Sprinklers
  - Elevators
  - # of Elevators: 2
  - Wt. Capacity: 3500

- **Number of Parking Spaces (consistent with Architectural Drawings):**
  - Free Paid
  - Shed or Flat Roof Carport Spaces
  - Detached Garage Spaces
  - Attached Garage Spaces
  - Uncovered Spaces

- **Floor Composition/Wall Height:**
  - % Carpet/Vinyl/Resilient Flooring
  - Ceiling Height
  - % Ceramic Tile
  - n/a
  - Describe:

### Specification and Building/Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Building Configuration</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>677</td>
<td>42</td>
<td>56,686</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>978</td>
<td>15</td>
<td>29,340</td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>114</td>
<td>86,208</td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**: 86,208

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect's plans:
  - Use this number to figure points under 11.9(e)(2)

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

- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 8,550
- The lesser of these two numbers added to NRA: 86,208

**If a revised form is submitted, date of submission:** 3/1/2019
### 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 Configuration (Check all that apply):" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows S1 through 79.

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

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42[1]/(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will have:</td>
<td>Free Sprinklers</td>
<td>x</td>
<td>Elevators</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>3500</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
<td>00</td>
</tr>
</tbody>
</table>

#### Shed or Flat Roof Carport Spaces

<table>
<thead>
<tr>
<th>00</th>
</tr>
</thead>
</table>

#### Detached Garage Spaces

| 137 | 0 |

#### Attached Garage Spaces

| 137 | 0 |

#### Uncovered Spaces

| 00 |

#### Structured Parking Garage Spaces

| 00 |

#### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>9</td>
</tr>
</tbody>
</table>

#### % Other

<table>
<thead>
<tr>
<th>Describe:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Building Label</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td># of Bed-rooms</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td># of Baths</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sq. Ft. Per Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>1</td>
<td>1</td>
<td>677</td>
<td>42</td>
<td>56,868</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>2</td>
<td>978</td>
<td>18</td>
<td>29,340</td>
</tr>
</tbody>
</table>

**Totals:**

| 60 | 54 | - | - | - | - | - | - | - | - | - | - | 114 | 86,208 |

#### 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: 8,550

- Use this number to figure points under 11.9(e)(2)

- The lesser of these two numbers added to NRA: 86,208

If a revised form is submitted, date of submission: 7/8/2019
# 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>114</td>
<td>5%</td>
<td>5.7</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>A</td>
<td>84</td>
<td>5%</td>
<td>4.2</td>
<td>4.2</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>30</td>
<td>5%</td>
<td>1.5</td>
<td>1.5</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>114</td>
<td>5.7</td>
<td>5.7</td>
<td>6</td>
<td>6</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/2 (950 sqft &amp; 100)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1120 sqft &amp; 11)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By:

Signature: [Signature]
Date: 2/28/19

Printed Name: [William L. Brown]
Firm Name (If applicable): Brownstone Architects & Planners, Inc.

2/28/2019
# 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.

### Hearing/Visual

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>114</td>
<td>2%</td>
<td>2.28</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A</td>
<td>84</td>
<td>2%</td>
<td>1.68</td>
<td>1.68</td>
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</tr>
<tr>
<td>B</td>
<td>30</td>
<td>2%</td>
<td>0.6</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0.2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>114</td>
<td>2%</td>
<td>2.28</td>
<td>2.68</td>
<td>3</td>
</tr>
</tbody>
</table>

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

### EXAMPLE

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

Firm Name (If applicable): Brownstone Architects & Planners, Inc.

Date: 2/28/19
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.

Accessible 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>Office</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></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: 2
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 APSSs 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.

Total dwelling Units in the Development: 114
Total surface parking spaces: 137
Total carports: 0
Total garages: 0
Total parking spaces of all types: 137
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 2
Total of all types of parking spaces that serve dwelling units: 135
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 6
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 21
APSs required in excess of one per mobility accessible unit: 1
Total APSs required (including dwelling units and facilities/amenities): 9

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 APSSs: 9
Minimum number of carports that must be APSSs: 0
Number of garages that must be APSSs: 0

APSs that Must Be Van Spaces

Total Van APSSs required, including all types of spaces: 2
Minimum number of surface parking spaces that must be van APSSs: 2
Minimum number of carports that must be van APSSs: 0
Minimum number of garages that must be van APSSs: 0

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: William L. Brown
Date: 2/18/19

Brownstone Architects & Planners, Inc.
### Rent Schedule

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

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>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>9</td>
<td>1</td>
<td>1.0</td>
<td>677</td>
<td>6,093</td>
<td>337</td>
<td>43</td>
<td>294</td>
<td>2,646</td>
<td>780</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TC 50%</td>
<td>15</td>
<td>1</td>
<td>1.0</td>
<td>677</td>
<td>10,155</td>
<td>562</td>
<td>43</td>
<td>519</td>
<td>7,785</td>
<td>1,025</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TC 60%</td>
<td>56</td>
<td>1</td>
<td>1.0</td>
<td>677</td>
<td>37,912</td>
<td>675</td>
<td>43</td>
<td>632</td>
<td>35,392</td>
<td>2,115</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>MR</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>677</td>
<td>2,708</td>
<td>0</td>
<td>0</td>
<td>675</td>
<td>2,700</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>978</td>
<td>1,956</td>
<td>405</td>
<td>58</td>
<td>347</td>
<td>694</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>TC 50%</td>
<td>6</td>
<td>2</td>
<td>2.0</td>
<td>978</td>
<td>5,868</td>
<td>675</td>
<td>58</td>
<td>617</td>
<td>3,702</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TC 60%</td>
<td>15</td>
<td>2</td>
<td>2.0</td>
<td>978</td>
<td>14,670</td>
<td>810</td>
<td>58</td>
<td>752</td>
<td>11,280</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>MR</td>
<td>7</td>
<td>2</td>
<td>2.0</td>
<td>978</td>
<td>6,846</td>
<td>0</td>
<td>0</td>
<td>810</td>
<td>5,670</td>
<td>-</td>
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#### RENT LIMITS

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<td>20</td>
<td>$210</td>
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<td>30</td>
<td>$315</td>
<td>$337</td>
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<td>40</td>
<td>$420</td>
<td>$450</td>
<td>$540</td>
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<tr>
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<td>$525</td>
<td>$562</td>
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<tr>
<td>60</td>
<td>$630</td>
<td>$675</td>
<td>$810</td>
<td></td>
</tr>
</tbody>
</table>

**Total Nonrental Income** = $9.32 per unit/month

- **Non Rental Income** = $8.15 per unit/month for: **App, clean/damage, late fee, reletting**
- **Non Rental Income** = 1.17 per unit/month for: **Cable Income**

**Total Nonrental Income** = $1,063

- **Potential Gross Monthly Income** = 70,932
- **Provision for Vacancy & Collection Loss** = 7.50% of Potential Gross Income (5,320)
- **Effective Gross Monthly Income** = 65,612

**Effective Gross Annual Income** = 787,340

If a revised form is submitted, date of submission: 2/28/2019
<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of LI</th>
<th>% of Total</th>
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<tbody>
<tr>
<td>TC20%</td>
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<td>0</td>
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<tr>
<td>TC30%</td>
<td>11%</td>
<td>10%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>20%</td>
<td>18%</td>
</tr>
<tr>
<td>TC60%</td>
<td>69%</td>
<td>62%</td>
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<tr>
<td>TC70%</td>
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<tr>
<td>TC80%</td>
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<table>
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<th>MRB LI Total</th>
</tr>
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<tbody>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>11%</td>
<td>10%</td>
</tr>
<tr>
<td>MR Total</td>
<td>10%</td>
<td>11%</td>
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<tr>
<td>Total HTC Units</td>
<td>103</td>
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<table>
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<th>NATIONAL HOUSING TRUST FUND</th>
<th>HTF LI Total</th>
<th>MRB LI Total</th>
<th>MRB MR Total</th>
<th>MRB Total</th>
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<tr>
<td>HTF30%</td>
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<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF LI Total</td>
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<td>MR Total</td>
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<tr>
<td>HTF Total</td>
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<th>% of LI</th>
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</tr>
<tr>
<td>1</td>
<td>84</td>
</tr>
<tr>
<td>2</td>
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<tr>
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<table>
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<th>MORTGAGE REVENUE</th>
<th>% of LI</th>
<th>% of Total</th>
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</thead>
<tbody>
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<td>MRB20%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
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<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
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<table>
<thead>
<tr>
<th>BOND</th>
<th>MRB LI Total</th>
<th>MRB MR Total</th>
<th>MRB Total</th>
</tr>
</thead>
<tbody>
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<td>EO</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>10%</td>
<td>11%</td>
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</tr>
<tr>
<td>MR Total</td>
<td>10%</td>
<td>11%</td>
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</tr>
<tr>
<td>Total HTC Units</td>
<td>103</td>
<td>0</td>
<td>0</td>
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</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN</th>
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<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan LI Total</td>
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<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
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</tr>
<tr>
<td>MR Total</td>
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<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
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<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>ACQUISITION + HARD</th>
<th>Cost Per Sq Ft</th>
<th>$127.65</th>
</tr>
</thead>
<tbody>
<tr>
<td>HARD</td>
<td>Cost Per Sq Ft</td>
<td>$127.65</td>
</tr>
<tr>
<td>BUILDING</td>
<td>Cost Per Sq Ft</td>
<td>$84.21</td>
</tr>
</tbody>
</table>

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
### Utility Allowances [§10.614]

Applicant must attach 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>Electric</td>
<td>$6</td>
<td>$9</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 12/1/17</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$3</td>
<td>$4</td>
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<td></td>
<td></td>
<td>Waco Housing Authority 12/1/17</td>
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<tr>
<td>Other Electric</td>
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<td>$16</td>
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<td></td>
<td>Waco Housing Authority 12/1/17</td>
</tr>
<tr>
<td>Air Conditioning</td>
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<td>Electric</td>
<td>$13</td>
<td>$17</td>
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<td>Waco Housing Authority 12/1/17</td>
</tr>
<tr>
<td>Water Heater</td>
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<td>Electric</td>
<td>$9</td>
<td>$12</td>
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<td></td>
<td></td>
<td>Waco Housing Authority 12/1/17</td>
</tr>
<tr>
<td>Water</td>
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<td>Electric</td>
<td>$23</td>
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<td></td>
<td>Waco Housing Authority 12/1/17</td>
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<tr>
<td>Sewer</td>
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<td>$25</td>
<td>$33</td>
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<td></td>
<td></td>
<td>Waco Housing Authority 12/1/17</td>
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<td>Landlord</td>
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<td>$14</td>
<td>$14</td>
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<td>Waco Housing Authority 12/1/17</td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
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<td></td>
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</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$43</td>
<td>$58</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

**Other (Describe):**

If a revised form is submitted, date of submission: 2/28/2019
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>Electric</td>
<td>$6</td>
<td>$9</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$3</td>
<td>$4</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12</td>
<td>$16</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$13</td>
<td>$17</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$9</td>
<td>$12</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td>$23</td>
<td>$29</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td>$25</td>
<td>$33</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td>$14</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td>$ -</td>
<td>$43</td>
<td>$58</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 7/8/2019
# Utility Allowance Worksheet

**Section 8 Existing Housing Allowances for tenant furnished utilities and other services.**

<table>
<thead>
<tr>
<th>Locality (McLennan County)</th>
<th>Unit Type: Duplex/Apartment</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>0 BR</td>
</tr>
<tr>
<td>Fair Market Rents Payment Standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utility or Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Natural Gas</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td>B. Bottle Gas</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>C. Electric</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Natural Gas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>B. Bottle Gas</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>C. Electric</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Other Electric</td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>(Lighting, Refrigeration, etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Natural Gas</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>B. Bottle Gas</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>C. Electric</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td>21</td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td>14</td>
</tr>
<tr>
<td>Range</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Refrigerator</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Actual Family Allowances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to be used by family to compute allowance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complete below for actual unit rented.</td>
<td></td>
<td>1-Bedroom $43.00</td>
</tr>
</tbody>
</table>

**Name of Family:**

**Address of Unit:**

**Waco Housing Authority**
P. O. Box 978
Waco, Texas  76703-0978

(254) 752-0324
(254) 752-1667  Fax

**Number of Bedrooms:**

**Effective 10/01/18**
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$10,200</td>
</tr>
<tr>
<td>Advertising</td>
<td>$2,700</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$600</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$3,600</td>
</tr>
<tr>
<td>Telephone</td>
<td>$6,084</td>
</tr>
<tr>
<td>Other - bank, computer, credit, dues/lic, compliance</td>
<td>$13,191</td>
</tr>
<tr>
<td>Other - Staff training, meals, travel, uniforms</td>
<td>$4,160</td>
</tr>
</tbody>
</table>

Total General & Administrative Expenses: $40,535

### Management Fee:

Percent of Effective Gross Income: 5.00% $39,367

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$57,472</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$36,400</td>
</tr>
<tr>
<td>Other - Payroll service fees, taxes, work comp</td>
<td>$20,199</td>
</tr>
<tr>
<td>Other - Employee benefits - insurance</td>
<td>$9,000</td>
</tr>
</tbody>
</table>

Total Payroll, Payroll Tax & Employee Benefits: $123,071

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$4,920</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,736</td>
</tr>
<tr>
<td>Grounds</td>
<td>$15,600</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$7,800</td>
</tr>
<tr>
<td>Repairs</td>
<td>$18,600</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,100</td>
</tr>
<tr>
<td>Other - describe</td>
<td>$</td>
</tr>
<tr>
<td>Other - describe</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Repairs & Maintenance: $51,756

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric - Comparables - per unit</td>
<td>$19,200</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$0</td>
</tr>
<tr>
<td>Trash - Comparables - per unit</td>
<td>$15,048</td>
</tr>
<tr>
<td>Water/Sewer - Comparables - per unit</td>
<td>$58,140</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Utilities: $92,388

### Property Taxes:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$90,600</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Property Taxes: $90,600

### Reserve for Replacements

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$250</td>
</tr>
</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$600</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$4,120</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$900</td>
</tr>
<tr>
<td>Security</td>
<td>$785</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Other Expenses: $6,405

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit</td>
<td>$4446</td>
</tr>
</tbody>
</table>

Expense to Income Ratio: 64.37%

### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense to Income Ratio</td>
<td>$506,822</td>
</tr>
</tbody>
</table>

### Annual Debt Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regions Bank</td>
<td>$218,953</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Annual Debt Service: $218,953

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
</tr>
</tbody>
</table>

NET CASH FLOW: $61,565

If a revised form is submitted, date of submission: 2/28/2019
# 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$838,428</td>
<td>$855,197</td>
<td>$872,300</td>
<td>$889,747</td>
<td>$907,541</td>
<td>$1,001,999</td>
<td>$1,106,288</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$12,750</td>
<td>$13,005</td>
<td>$13,265</td>
<td>$13,530</td>
<td>$13,801</td>
<td>$15,237</td>
<td>$16,823</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$851,178</td>
<td>$868,202</td>
<td>$885,566</td>
<td>$903,277</td>
<td>$921,342</td>
<td>$1,017,237</td>
<td>$1,123,111</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($63,838)</td>
<td>($65,115)</td>
<td>($66,417)</td>
<td>($67,746)</td>
<td>($69,101)</td>
<td>($76,293)</td>
<td>($84,233)</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>$787,340</td>
<td>$803,086</td>
<td>$819,148</td>
<td>$835,531</td>
<td>$852,242</td>
<td>$940,944</td>
<td>$1,038,878</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$40,535</td>
<td>$41,751</td>
<td>$43,004</td>
<td>$44,294</td>
<td>$45,622</td>
<td>$52,889</td>
<td>$61,313</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$39,367</td>
<td>$40,154</td>
<td>$40,957</td>
<td>$41,777</td>
<td>$42,612</td>
<td>$47,047</td>
<td>$51,944</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$123,071</td>
<td>$126,763</td>
<td>$130,566</td>
<td>$134,483</td>
<td>$138,517</td>
<td>$160,580</td>
<td>$186,156</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$51,756</td>
<td>$53,039</td>
<td>$54,908</td>
<td>$56,555</td>
<td>$58,252</td>
<td>$67,530</td>
<td>$78,286</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$19,200</td>
<td>$19,776</td>
<td>$20,239</td>
<td>$20,795</td>
<td>$21,352</td>
<td>$21,610</td>
<td>$25,052</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$73,188</td>
<td>$75,384</td>
<td>$77,645</td>
<td>$79,975</td>
<td>$82,374</td>
<td>$95,494</td>
<td>$110,703</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$34,200</td>
<td>$35,226</td>
<td>$36,283</td>
<td>$37,371</td>
<td>$38,492</td>
<td>$44,623</td>
<td>$51,731</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$90,600</td>
<td>$93,318</td>
<td>$96,118</td>
<td>$99,001</td>
<td>$101,971</td>
<td>$118,212</td>
<td>$137,041</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$28,500</td>
<td>$29,355</td>
<td>$30,236</td>
<td>$31,143</td>
<td>$32,077</td>
<td>$37,186</td>
<td>$43,109</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$6,405</td>
<td>$6,597</td>
<td>$6,795</td>
<td>$6,999</td>
<td>$7,209</td>
<td>$8,357</td>
<td>$9,688</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$506,822</td>
<td>$521,633</td>
<td>$536,880</td>
<td>$552,577</td>
<td>$568,737</td>
<td>$656,970</td>
<td>$759,012</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$280,518</td>
<td>$281,453</td>
<td>$282,268</td>
<td>$282,954</td>
<td>$283,505</td>
<td>$283,974</td>
<td>$279,866</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$61,565</td>
<td>$62,501</td>
<td>$63,315</td>
<td>$64,001</td>
<td>$64,552</td>
<td>$65,021</td>
<td>$60,914</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$61,565</td>
<td>$124,065</td>
<td>$187,380</td>
<td>$251,381</td>
<td>$315,933</td>
<td>$639,866</td>
<td>$954,703</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.28</td>
<td>1.29</td>
<td>1.29</td>
<td>1.29</td>
<td>1.29</td>
<td>1.30</td>
<td>1.28</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
David N. Payne
Printed Name
02/27/19
Date

Signature, Authorized Representative, Syndicator
David N. Payne
Printed Name
Date

If a revised form is submitted, date of submission:

Phone: 214-220-6171
Email: davidn.payne@regions.com

2/27/19
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>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>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demo Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough Grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fine Grading</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper Stops, Striping &amp; Signs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1,709,430</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: 

JOSEPH T. REUE
Printed Name

Date: 2-28-2019

If a revised form is submitted, date of submission:
### 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>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Acquisition</td>
<td>New/Rehab.</td>
</tr>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>$1,300,000</td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>$1,200</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td><strong>$1,301,200</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OFF-SITES²</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>$0</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>

<table>
<thead>
<tr>
<th>SITE WORK³</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$0</td>
<td>$25,641</td>
</tr>
<tr>
<td>Detention</td>
<td>$25,641</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>$162,396</td>
<td>$162,396</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$42,736</td>
<td>$42,736</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$237,611</td>
<td>$237,611</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$32,479</td>
<td>$32,479</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$733,345</td>
<td>$733,345</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$459,837</td>
<td>$459,837</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$6,838</td>
<td>$6,838</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$8,547</td>
<td>$8,547</td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td><strong>$1,709,430</strong></td>
<td><strong>$0</strong></td>
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</table>

<table>
<thead>
<tr>
<th>SITE AMENITIES</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscaping</td>
<td>$130,000</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>$150,000</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Fencing</td>
<td>$85,000</td>
<td></td>
</tr>
<tr>
<td>Gazebo, BBQ, Grill, Dog Park</td>
<td>$50,000</td>
<td>$50,000</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td><strong>$415,000</strong></td>
<td><strong>$0</strong></td>
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</table>

2/28/2019
<table>
<thead>
<tr>
<th>Item</th>
<th>THC</th>
<th>EHC</th>
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</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>871,200</td>
<td>871,200</td>
</tr>
<tr>
<td>Masonry</td>
<td>239,580</td>
<td>239,580</td>
</tr>
<tr>
<td>Metals</td>
<td>188,760</td>
<td>188,760</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,713,360</td>
<td>1,713,360</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>79,860</td>
<td>79,860</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>137,940</td>
<td>137,940</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>319,440</td>
<td>319,440</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,452,000</td>
<td>1,452,000</td>
</tr>
<tr>
<td>Specialties</td>
<td>14,520</td>
<td>14,520</td>
</tr>
<tr>
<td>Furnishings</td>
<td>188,760</td>
<td>188,760</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>130,680</td>
<td>130,680</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>943,800</td>
<td>943,800</td>
</tr>
<tr>
<td>Electrical</td>
<td>762,300</td>
<td>762,300</td>
</tr>
</tbody>
</table>

| Total Subtotal Building Costs Before 11.9(e)(2) | $7,260,000 | $0 | $7,260,000 |

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.

| TOTAL BUILDING COSTS & SITE WORK (including site amenities) | $9,384,430 | $0 | $9,183,980 |
| Contingency | 5.00% | $469,222 | 469,222 |

<table>
<thead>
<tr>
<th>TOTAL HARD COSTS</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>591,219</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>197,073</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>591,219</td>
</tr>
</tbody>
</table>

| TOTAL CONTRACTOR FEES | $1,379,511 | $0 | $1,351,448 |

| TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2) | $11,233,163 | $0 | $11,004,650 |

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible cost should be entered in line items E83 and E87:E91. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E96:E97 that produces the target cost per square foot in D96:D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.
### SOFT COSTS

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>275,000</td>
<td>275,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>80,237</td>
<td>80,237</td>
</tr>
<tr>
<td>Appraisal</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Survey</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>10,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>136,500</td>
<td>136,500</td>
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<tr>
<td>Personal property taxes</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$918,737</td>
<td>$0</td>
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</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>300,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>32,000</td>
<td>32,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>100,048</td>
<td>100,048</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>32,000</td>
<td>32,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>35,000</td>
<td>35,000</td>
</tr>
<tr>
<td>Bond premium</td>
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<td>0</td>
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<tr>
<td>Credit report</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Discount points</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Processing Fee</td>
<td>5,000</td>
<td>5,000</td>
</tr>
</tbody>
</table>

**Agency Fees-standby, construction monitoring**

<table>
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<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>32,100</td>
<td>32,100</td>
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</tbody>
</table>

#### BRIDGE LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>350,000</td>
<td>275,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>92,750</td>
<td>92,750</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
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</table>

2/28/2019
## OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>64,170</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td>0</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>0</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>20,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>0</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify)</td>
<td>0</td>
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**Subtotal Financing Cost**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>$1,133,068</td>
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<td>$814,798</td>
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## DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>50,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>0</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,859,228</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees** 14.77%

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>$1,909,228</td>
<td>$0</td>
<td>$1,909,228</td>
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## RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>90,000</td>
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<tr>
<td>Rent-up - existing reserves*</td>
<td>0</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>362,860</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>0</td>
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<tr>
<td>Replacement - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
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</tr>
<tr>
<td>Escrows - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$452,860</td>
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<td>$0</td>
</tr>
</tbody>
</table>

*Any existing reserve amounts should be listed on the Schedule of Sources.

## TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,948,255</td>
<td>$0</td>
<td>$14,637,412</td>
</tr>
</tbody>
</table>

**The following calculations are for HTC Applications only.**

### Deduct From Basis:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal grants used to finance costs in Eligible Basis</td>
<td>0</td>
</tr>
<tr>
<td>Non-qualified non-recourse financing</td>
<td>0</td>
</tr>
<tr>
<td>Non-qualified portion of higher quality units §42(d)(5)</td>
<td>0</td>
</tr>
<tr>
<td>Historic Credits (residential portion only)</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$14,637,412</td>
<td></td>
</tr>
</tbody>
</table>

**High Cost Area Adjustment (100% or 130%)**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>130%</td>
<td></td>
</tr>
</tbody>
</table>

**Total Adjusted Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$19,028,636</td>
<td></td>
</tr>
</tbody>
</table>

**Applicable Fraction** 88.918%

**Total Qualified Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$16,919,788</td>
<td>$0</td>
<td>$16,919,788</td>
</tr>
</tbody>
</table>

**Applicable Percentage** 9.00%

**Credits Supported by Eligible Basis**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,522,781</td>
<td>$0</td>
<td>$1,522,781</td>
</tr>
</tbody>
</table>

**Credit Request** (from 17. Development Narrative)

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,500,000</td>
<td></td>
</tr>
</tbody>
</table>

**Requested Score for 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Amount</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
</tr>
</tbody>
</table>

*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:

Kathryn Saar

### Phone Number for Contact:

512-828-6413

If a revised form is submitted, date of submission: 2/28/2019
## 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 Schedule).

### Financing Participants Funding Description

<table>
<thead>
<tr>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>$0</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Regional Bank
- **Conventional Loan**
  - Amount: $3,200,000
  - Interest Rate: 5.65%
  - Permanent Period: $3,200,000
  - Interest Rate: 6.00%
  - Amortization: 35 Yrs
  - Term: 15 Yrs

### Third Party Equity
- **HTC**
  - Amount: $1,500,000
  - Dividends: $2,002,300
  - Total Equity: $13,348,665
- **Deferred Developer Fee**
  - Amount: $1,709,228
  - Dividends: $399,090

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

### Total Sources of Funds
- $16,187,027

### Total Uses of Funds
- $16,948,255

2/28/2019
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).

Regions Bank to provide construction, bridge & perm financing w/construction and equity, projected to close in Spring 2020. The interim period will be 24 mo. with a 6 mo. extension option. Permanent loan will have a 15 yr term and a 35 year amortization period. Conversion to occur at stabilization of the project, minimum of 1.15 DCR for 90 consecutive days in accordance with the Bank's final underwriting. Regions Bank to provide equity in 4 installments described in LOI. The City of Waco to provide refund of $500 off the bldg permit fees at commencement of construction.

Regions Bank to provide construction, bridge & perm financing w/construction and equity, projected to close in Spring 2020. The interim period will be 24 mo. with a 6 mo. extension option. Permanent loan will have a 15 yr term and a 35 year amortization period. Conversion to occur at stabilization of the project, minimum of 1.15 DCR for 90 consecutive days in accordance with the Bank's final underwriting. Regions Bank to provide equity in 4 installments described in LOI. The City of Waco to provide refund of $500 off the bldg permit fees at commencement of construction.

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.

Replacement reserves of $250 per unit, totaling $28,500 will begin the earlier to occur of 12 month past completion or the permanent loan conversion funding approximately 30 months from initial debt and equity closing. Replacement reserves are funded monthly with the loan payment and held in escrow by the Lender. Withdrawals are approved by the Lender in accordance with their replacement reserve policy for capital expenditure items.

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.

An Operating Reserve in the amount of 6 months of operating expense plus debt service, currently estimated to be $362,860, will be funded simultaneously with the 4th equity installment (permanent loan conversion) and will be held by the Partnership throughout the Compliance Period in accordance with the stipulations of the Agreement of Limited Partnership with the Investor Limited Partner.

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

David N. Payne

02/27/19

Printed Name

Date

Telephone: (214) 220-6171

Email address: davidn.payne@regions.com

If a revised form is submitted, date of submission: 2/27/2019
### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

- City of Waco

- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.

- The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.

- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

| Total Points Claimed: | 1 |

### 2. Financial Feasibility (§11.9(e)(1))

- Eligible Pro-Forma and letter stating the Development is financially feasible. | 0 |

- Eligible Pro-Forma and letter stating Development and Principals are acceptable. | 18 |

| Total Points Claimed: | 18 |

### 3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))

- Percent of Units restricted to serve households at or below 30% of AMGI | 9.65% |

- HTC funding request as a percent of Total Housing Development Cost | 8.85% |

#### Eligibility for points:

- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding | 0 |

- Housing Tax Credit Request | 3 |

- Housing Tax Credit Request | 2 |

- Housing Tax Credit Request | 1 |

* Be sure no more than 50% of Developer fees are deferred.

| Total Points Claimed: | 3 |

2/28/2019
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

2/28/2019
## 15 Year Rental Housing Operating Pro Forma (All Programs)

The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>Year</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>Year</td>
<td>2019</td>
<td>2020</td>
<td>2021</td>
<td>2022</td>
<td>2023</td>
<td>2028</td>
<td>2033</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL EXPENSES</strong></td>
<td>$506,822</td>
<td>$521,633</td>
<td>$536,880</td>
<td>$552,577</td>
<td>$568,737</td>
<td>$656,970</td>
<td>$759,012</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME</strong></td>
<td>$280,518</td>
<td>$281,453</td>
<td>$282,268</td>
<td>$283,954</td>
<td>$283,505</td>
<td>$283,974</td>
<td>$279,866</td>
</tr>
<tr>
<td><strong>DEBT SERVICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
<td>$218,953</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ANNUAL NET CASH FLOW</strong></td>
<td>$61,565</td>
<td>$62,501</td>
<td>$63,315</td>
<td>$64,001</td>
<td>$64,552</td>
<td>$65,021</td>
<td>$60,914</td>
</tr>
<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$61,565</td>
<td>$124,065</td>
<td>$187,380</td>
<td>$251,381</td>
<td>$315,933</td>
<td>$639,866</td>
<td>$954,703</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)

---

David N. Payne
Printed Name
02/27/19

---

Phone: 214-220-6171
Email: davidn.payne@regions.com

---

Signature, Authorized Representative, Construction or Permanent Lender
02/27/19

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 02/27/19
February 27, 2019

Jeremy Mears
Residences at Lake Waco, Ltd.
PO Box 8175
Monroe, Louisiana 71211

RE: Financial Feasibility for Residences at Lake Waco, TDHCA #19063 – 1700 W State Hwy 6, Waco, Texas 76712

Dear Mr. Mears,

The attached 15-year pro forma was prepared by Residences at Lake Waco, Ltd. for Residences at Lake Waco located in Waco. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Regions Bank current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

Additionally, we have performed a preliminary review of the credit worthiness of Residences at Lake Waco, Ltd. and its Principals. At this time, Regions Bank has no reservations with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Sincerely,

David N. Payne
Senior Vice President
February 28, 2019

Jeremy Mears
Residences at Lake Waco, Ltd.
PO Box 8175
Monroe, Louisiana 71211

RE: Potential Construction and Bridge Loan and Permanent Loan for Residences at Lake Waco, a 114-unit Affordable Housing property to be located in Waco, McLennan County, Texas

Dear Mr. Mears:

This letter sets forth the business terms under which Regions Bank (the “Bank”) is considering making available a construction loan (the “Construction Mortgage Loan”), a bridge loan (the “Bridge Loan”) and a permanent loan to be provided by the Capital Markets department of the Bank (the “Permanent Mortgage Loan”) on the terms and conditions specified in this letter to Residences at Lake Waco, Ltd., a Texas limited partnership (the “Company”), the general partner of which is Residences at Lake Waco GP, LLC, a Texas limited liability company, that has been organized to develop, construct and operate a 114-unit apartment complex in Waco, McLennan County, Texas, to be known as Residences at Lake Waco (the “Project”).

**CONSTRUCTION MORTGAGE LOAN AMOUNT**: $3,200,000

**PERMANENT LOAN AMOUNT**: $3,200,000 (Regions Bank to be permanent lender pursuant to the Fannie Mae Designated Underwriting and Servicing (DUS) Program)

**BRIDGE LOAN AMOUNT**: $9,275,000

**INTEREST RATE**: With respect to the Construction Mortgage Loan, a variable interest rate equal to two and one-half percent (2.50%) above the 30-day LIBOR rate (using underwriting rate of 5.65% for interim). With respect to the Bridge Loan, a variable interest rate equal to two and one-half percent (2.50%) above the 30-day LIBOR rate (using underwriting rate of 5.65% for interim). With respect to the Permanent Mortgage Loan, a fixed interest rate equal to six percent (6.00%) (using underwriting rate of 6.00%).

**LOAN TERM**: With respect to the Construction Mortgage Loan, up to twenty-four (24) months from the closing. With respect to the Bridge Loan, up to twenty-four (24) months from the closing. With respect to the Permanent Mortgage Loan, up to fifteen (15) years with a thirty-five (35) year amortization.

**ORIGINATION FEES**: One percent (1.00%) of the Construction Mortgage Loan Amount, or $32,000 for the Construction Mortgage Loan payable at closing of the Construction Mortgage Loan. One percent (1.00%) of the Bridge Loan Amount, or $92,750 for the Bridge Loan payable at the closing of the Bridge Loan. One percent (1.00%) of the Permanent Mortgage Loan Amount, or $32,000 for the Permanent Mortgage Loan payable at closing of the Permanent Mortgage Loan. Such fees shall be fully earned and non-refundable when paid.

**COMPUTATION OF INTEREST**: Interest shall be computed on the basis of a 360 day year for the actual number of days elapsed.

**INTEREST PAYMENTS**: Payment of accrued interest on the Construction Mortgage Loan and the Bridge Loan will be required monthly.

**PRINCIPAL PAYMENTS**: The principal of the Construction Mortgage Loan shall be payable in full on or before the maturity date of the Construction Mortgage Loan, which will be for a period not to exceed twenty-four (24) months from the closing date. The principal of the Bridge Loan shall be payable in full on or before the maturity date of the Bridge Loan, which will be for a period not to exceed twenty-four (24) months from the closing date.
closing date. The principal of the Permanent Mortgage Loan will be amortized over thirty-five (35) years with the entire principal balance being due and payable fifteen (15) years after the closing date of the Permanent Mortgage Loan.

**PREPAYMENT:** The Construction Mortgage Loan and the Bridge Loan may be prepaid at any time in an amount equal to the entire principal balance, plus any accrued interest and fees, without premium or penalty. The Permanent Mortgage Loan will be subject to a prepayment penalty.

**GUARANTEES:** Evon Harris, Jeremy Mears, Brownstone Construction, Ltd., Harris284 Team, Inc., Mears Development and Construction, Inc. and any other guarantor deemed necessary by Regions Bank (whether one or more, the “Credit Guarantor”) will provide joint and several completion and repayment guaranties (the “Credit Guaranty Agreement”). Brownstone Construction, Ltd. will execute a Credit Guaranty Agreement only with respect of completion of construction. The Bank’s obligations hereunder are conditioned on there being no material adverse change in the financial condition of any Credit Guarantor. The Credit Guarantor will covenant, in the Credit Guaranty Agreement, to provide annual financial statements, along with verification of liquid assets, which demonstrate unencumbered liquid assets of $1,000,000.

**USE OF PROCEEDS:** All proceeds of the Construction Mortgage Loan and the Bridge Loan will be used in the development of the Project on a site in Waco, McLennan County, Texas (the “Land”) for the Project.

**CONSTRUCTION CONSULTANT:** The Bank shall commission, at the expense of the Company, a preliminary review of the Project and all related contracts and plans and specifications by the Bank’s construction consultant (the “Construction Consultant”) to confirm, in an upfront cost and plan review, that the Company’s budget is sufficient to complete the Project. The Bank shall, at the expense of the Company, have the Project inspected by the Construction Consultant from time-to-time during construction, at such intervals as may be acceptable to the Bank. All requests for advances of Construction Mortgage Loan and Bridge Loan proceeds will be reviewed and approved by the Construction Consultant.

**AVAILABILITY OF PROCEEDS:** Except for the initial draw of Construction Mortgage Loan and Bridge Loan proceeds, advances of Construction Mortgage Loan and the Bridge Loan proceeds shall be made at the written request of the Company, but only on the certificate of, and after inspection of the Project by, the supervising architect and the Construction Consultant, which certificates shall be attached as the estimate of the Construction Consultant of the items to be paid out of proceeds of each advance.

**SECURITY:** In addition to the guarantees of the Credit Guarantors, the Construction Mortgage Loan and the Bridge Loan shall be secured by the following:

(a) A first priority deed of trust, security agreement and fixture filing (the “Mortgage”) on the Land and the improvements to be constructed thereon (the “Mortgaged Property”), the legal description of which shall be provided by the Company as soon as possible.

(b) A first priority security interest and lien on all equipment, furniture, fixtures and other personal property located on the Land, used or intended to be used in connection with, in the Project, or any part thereof.

(c) A first priority assignment of the construction contract, architect contract and plans and specifications for the Project, property management agreement, development agreement and any other loan commitments along with the rights of the Company under all other contracts relating to the construction, ownership, use, management or operation of the Project.

(d) A first priority assignment of rents and leases.
(e) An environmental indemnity agreement entered into by the Company and the Credit Guarantors.

(f) A first priority assignment of general partnership interest.

(g) A first priority assignment of the capital contribution to be made by the limited partner.

REQUIREMENTS RELATED TO SECURITY AND COLLATERAL:

1. The Company agrees to furnish to the Bank, at the Company’s expense, an ALTA 2006 title insurance policy in the principal amount of the Construction Mortgage Loan and Bridge Loan, along with such endorsements as shall be required by the Bank, issued by a title insurance company acceptable to the Bank, insuring that the Mortgage is a valid first priority lien on the Mortgaged Property, subject only to (i) current year ad valorem taxes and (ii) such exceptions as shall be acceptable to the Bank. The title policy shall be updated with each request for an advance with respect to the Construction Mortgage Loan and Bridge Loan. On the Permanent Mortgage Loan Closing Date, a new title policy must be provided, along with all required endorsements.

2. Prior to the closing, the Bank shall be furnished an ALTA survey of the Mortgaged Property, certified by a registered surveyor to the Bank and to the title insurance company, showing (i) the location of all present improvements, (ii) boundaries, (iii) means of public ingress and egress, (iv) building set-back lines, (v) rights-of-way, (vi) easements, (vii) encroachments and (viii) such other matters as shall be required by the Bank. The matters set forth on the survey must be satisfactory to the Bank. The survey must contain the Bank’s required form of certification and be in form and substance satisfactory to the Bank. The Company shall provide foundation surveys as construction progresses and an ALTA “as-built” survey upon stabilization.

3. The Company shall provide (i) builders risk/extended multi-peril on, and with respect to, the Mortgaged Property, (ii) general liability insurance for the Company, contractor and property manager and professional liability insurance for the architect and environmental consultant and (iii) workmen’s compensation insurance for the contractor and property manager, underwritten by companies approved by the Bank, in form and substance and containing such coverage as shall be required by the Bank. The builder’s risk/extended multi-peril policies shall cover all risks, pursuant to 100% non-reporting policies in form and substance acceptable to the Bank and shall provide thirty (30) days written notice of cancellation to the Bank. The Bank shall be named as Mortgagee and “Lender’s Loss Payee” in all builders’ risk/multi-peril hazard insurance policies. The Bank will order a flood certificate at the Company’s cost. Flood insurance will be required if it is determined that any improvements constituting part of the Project lie within a designated flood hazard area. Property coverage equal to the replacement value of the Project and such other coverages as the lender of the Permanent Mortgage Loan may require shall be provided. If the project is determined to be located in a designated flood zone, additional private flood insurance in excess of the National Flood Insurance Program may be required.

4. Prior to the closing, the Bank shall receive, and approve, (i) a Phase I Environmental Report and (ii) soil or geotechnical report, in form and content satisfactory to the Bank. Additionally, as part of the Phase I Environmental Report, or in a separate report, the Bank shall receive a report, which shall certify the results related to toxic and other hazardous substances on the Mortgaged Property. Any Phase I Environmental Reports and soil or geotechnical report must be acceptable to the Bank. A review of the Phase I Environmental Report is required and review fee will be paid by the Company.

5. The Bank’s letter of intent is subject to the Bank’s receipt, and approval, of (i) the developer, contractor, architect and property manager selected by the Company, (ii) the executed development, construction, architectural and property management contracts, (iii) assignments thereof, (iv) lien waivers of the contractor and architect and a subordination from the property manager and developer, (v) building permits and such other permits as may be required for the development of the Project by the applicable governmental authorities and (vi) the final plans and specifications approved by the Bank and the Construction Consultant.
Any changes in the construction, architect, property manager or developer contracts and plans and specifications shall be subject to the Bank’s prior approval.

6. During the term of the Construction Mortgage Loan and the Bridge Loan or the Permanent Mortgage Loan, the Company will not further encumber or convey the Mortgaged Property in any manner, without the prior written approval of the Bank.

7. The Bank’s letter of intent is subject to receipt, review and approval by the Bank of a current appraisal and market study (including information on capture rate, absorption rate and demand rate) of the Project addressed to the Bank or Texas Department of Housing and Community Affairs (the “Texas Housing Tax Credit Agency”) and prepared (within the last six months) by an independent appraiser/market study professional approved by the Bank or the Texas Housing Tax Credit Agency. Such appraisal and market study shall be in form and content satisfactory to the Bank. The Permanent Mortgage Loan cannot exceed 80.00% of the appraised value of the Project, without considering the value of the federal low-income tax credits (“Federal Housing Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). An appraisal review fee shall be paid by the Company to the Bank.

8. The Bank’s letter of intent is contingent upon receipt of a copy of the Texas Housing Tax Credit Agency’s reservation letter (the “Housing Tax Credit Reservation Letter”) reflecting total Federal Housing Tax Credits available to the Company in a minimum amount of $1,500,000 per annum. The terms, conditions and contents of the Housing Tax Credit Reservation Letter shall be acceptable to the Bank in its sole discretion. The Company shall provide to the Bank and its legal counsel copies of the Housing Tax Credit application, Housing Tax Credit Reservation Letter, carryover allocation agreement and all related documents. Additionally, the Company shall provide copies of such other documents as may be requested by the Bank or its legal counsel, including, but not limited to those set forth on a closing or due diligence checklist provided by the Bank’s legal counsel.

9. The Bank’s letter of intent is subject to the Company obtaining, and accepting, a commitment from Regions Bank for the investment in the limited partnership interest in the Company entitled to an allocation of Federal Housing Tax Credits such that the combination of the Permanent Mortgage Loan, other financing sources and the equity will allow for a viable project. All equity proceeds shall be used for the Project and related expenses in accordance with the development budget.

10. The Company shall provide an opinion of its counsel, covering such matters as shall be required, to the Bank.

11. Construction must commence within thirty (30) days from the date of the closing of the Construction Mortgage Loan and the Bridge Loan. Construction must be pursued with reasonable diligence and shall be completed within eighteen (18) months from such closing. Time is of the essence.

12. The budget for the Project must include a reserve for operating deficits in the amount required by the limited partners of the Company.

13. No later than twenty-four (24) months from closing of the Construction Mortgage Loan and the Bridge Loan, the Company must have achieved a Debt Service Coverage Ratio of 1.15:1 based on the previous three (3) months operations. The Debt Service Coverage Ratio is defined as the ratio of Net Operating Income to Debt Service. Net Operating Income shall be defined as the Effective Gross Income of the Project less Operating Expenses and shall include the Replacement Reserve Amount and the greater of (i) the actual vacancy rate or (ii) seven percent (7.00%) and a deduction for the greater of (i) proforma operating expenses or (ii) actual Operating Expenses. Effective Gross Income shall mean the gross receipts of the Company. Operating Expenses shall include a minimum property management fee of five percent (5.00%) of Effective Gross Income. Debt Service will be determined using a thirty-five (35) year amortization of principal at an interest rate of six percent (6.00%) per annum. It will be assumed that the Permanent Mortgage Loan has closed.
14. The Company must maintain a ratio of the remaining principal amount of the Construction Mortgage Loan to Value of no more than eighty percent (80%) during the term of the Construction Mortgage Loan. Value shall mean the fair market value of the Project without considering the value of the Federal Housing Tax Credits as determined by an appraiser selected by the Bank, which appraisal shall be subject to the review and approval of the Bank. The Bank shall have the right to order a new appraisal at any time during the term of the Construction Mortgage Loan and the Bridge Loan, and the Company will agree to pay for one additional appraisal during the term. In the event that the ratio of the remaining principal amount of the Construction Mortgage Loan to Value ever exceeds eighty percent (80%), the Company shall immediately deposit with the Bank, as additional collateral, an amount which will bring the remaining principal amount of the Construction Mortgage Loan into compliance with this covenant. The loan to value for the Permanent Mortgage Loan shall be ninety percent (90%).

DOCUMENTATION OF THE LOAN: The Bank shall be furnished with such loan and security instruments, as the Bank shall deem necessary for its protection under this letter of intent including representations and warranties and covenants (affirmative and negative) customary for transactions of this type. All documentation shall be satisfactory to the Bank and its legal counsel, Jones Walker LLP. Without limiting the generality of the foregoing, the Bank and the Company will enter into a Credit Agreement that will provide for financial reporting and tax returns for the Company and each Credit Guarantor will execute and deliver to the Bank the Credit Guaranty Agreement that will provide for financial reporting and tax returns as required by the Bank.

INFORMATION: The Bank has issued this letter of intent based upon the information supplied by the Company. The Bank has the right to cancel this letter of intent, whereupon the Bank shall have no obligations hereunder, in the event of: (i) a material adverse change in the financial condition, operations, management, prospects or ownership of (A) the Company, (B) the General Partner or (C) any Credit Guarantor; (ii) a material adverse change in the accuracy of the information, representations, exhibits or other materials submitted by the Company in connection with its request for financing; or (iii) (A) loss of, (B) damage to, (C) a taking of, (D) or the presence of any hazardous substances at, or on, the Mortgaged Property. The requirements of this letter of intent include, but are not limited to: (i) receipt of satisfactory financial statements of (A) the General Partner, (B) the Company and (C) the Credit Guarantors (not more than six months old); (ii) receipt of a satisfactory third party market study setting forth (A) capture rate, (B) absorption rate and (C) demand analysis consistent with the Bank’s underwriting standards; (iii) satisfactory site inspection by the Bank and the Construction Consultant; and (iv) satisfactory review of the background and credit worthiness of (A) the General Partner and (B) the Credit Guarantors.

EXPENSES: By the Company’s acceptance of this letter of intent, the Company and each Credit Guarantor, unconditionally agrees to pay all expenses incurred by the Bank in connection with the underwriting, closing, servicing or collection of the Construction Mortgage Loan, Bridge Loan and Permanent Mortgage Loan including, but not limited to, legal fees of the Bank’s legal counsel, loan origination fees, appraisal fees, insurance premiums, survey costs, title insurance premiums, other insurance premiums, intangible taxes, other taxes, mortgage taxes, transfer taxes, recording costs and all license and permit fees, whether or not any of such loans actually close.

CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO CONTAIN, ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION, INCLUDING, BUT NOT
LIMITED TO, RESERVE REQUIREMENTS. THIS LETTER OF INTENT IS SUBJECT TO THE CUSTOMARY DUE DILIGENCE PROCESS OF THE BANK AND ITS LEGAL COUNSEL. THE BANK RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE BANK REQUIRE. THE BANK RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING OR DUE DILIGENCE CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE DUE DILIGENCE REVIEW PROCESS OR AT THE REQUEST OF, OR RECOMMENDATION OF, THE BANK’S COUNSEL, JONES WALKER LLP.

THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER, ON BEHALF OF THE COMPANY, AND THE CREDIT GUARANTORS BY APRIL 15, 2019. IF THIS LETTER OF INTENT IS ACCEPTED BY APRIL 15, 2019, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT.

Best Regards,

David N. Payne
Senior Vice President
Regions Bank
Accepted by: Residences at Lake Waco, Ltd., a Texas limited partnership

By: Residences at Lake Waco GP, LLC, a Texas limited liability company
Its: General Partner

By: [Signature]
Name: Jeremy Mears
Its: Manager
Date: 2/29/2019

CREDIT GUARANTORS:

[Signature]
Evon Harris
Date: 2/21/2019

[Signature]
Jeremy Mears
Date: 2/29/2019

Signature page for Loan Letter of Intent for Residences at Lake Waco, Ltd.
Brownstone Construction, Ltd., a Texas limited partnership (Guaranty of Completion only)

By: Brownstone Construction GP, LLC, a Texas limited liability company
Its: General Partner

By: ________________________
Name: Don B. Brown
Its: Vice President
Date: 2/19, 2019

Harris284 Team, Inc., a Texas corporation

By: ________________________
Name: Byron Harris
Its: President
Date: 2/28, 2019

Mears Development and Construction, Inc., a Louisiana corporation

By: ________________________
Name: Jeremy C. Mears
Its: President
Date: 2/29, 2019

Signature page for Loan Letter of Intent for Residences at Lake Waco, Ltd.

{BH379749.2}
February 28, 2019

Jeremy Mears
Residences at Lake Waco, Ltd.
PO Box 8175
Monroe, Louisiana 71211

RE: Potential Equity Investment for Residences at Lake Waco, a 114-unit Affordable Housing property to be located in Waco, McLennan County, Texas

Dear Mr. Mears:

This letter sets forth the business terms under which Regions Bank, an Alabama banking corporation or its assignee (the “Investment Limited Partner”) and RB Affordable Housing, Inc., an Alabama corporation or its assignee (the “Special Limited Partner”) is considering acquiring a limited partnership interest in Residences at Lake Waco, Ltd., a Texas limited partnership (the “Partnership”). Residences at Lake Waco, LLC, a Texas limited liability company, will serve as the general partner of the Partnership. The Partnership owns, or expects to own, certain property upon which will be located, a 114-unit apartment complex in Waco, McLennan County, Texas named Residences at Lake Waco (the “Project”). The Partnership will apply for a reservation of $1,500,000 in low income housing tax credits under Section 42 of the Internal Revenue Code of 1986 (the “Federal Housing Tax Credits”) from the Texas Department of Housing and Community Affairs (the “Texas Housing Tax Credit Agency”).

The business terms are based on information you have supplied to us and are subject to additional validation and verification. This letter is not, and should not be, construed as a binding commitment upon the Investment Limited Partner and the Special Limited Partner and the Investment Limited Partner and the Special Limited Partner reserve the right to amend or withdraw this letter at any time. This letter supersedes any prior understanding or agreement, or perceived prior understanding or agreement, with respect to the matters described herein.

**Investment Limited Partner Capital Contribution** – The Investment Limited Partner will contribute to the capital of the Partnership an amount which is estimated to be approximately $13,348,665 (calculated as follows: \((\$1,500,000 \times 10) \times 99.99\% \times 89.00\% = \$13,348,665\)), in the manner as provided below. Of the amount set forth in the preceding sentence $100 will be allocated to the Special Limited Partner. The Investment Limited Partner and the Partnership shall agree on a construction schedule prior to closing the partnership investment. The admission of the Investment Limited Partner and the terms of its capital contribution shall be evidenced by an Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) to be drafted by counsel to the Investment Limited Partner. The Investment Limited Partner and the Special Limited Partner will have the option to sell a participation of the limited partnership interest of the Investment Limited Partner and the Special Limited Partner to a third party investor.

**Capital Contribution Schedule of the Investment Limited Partner** – Subject to revision after CPA and other due diligence review by the Investment Limited Partner and its counsel of the proposed investment, the following sets forth the anticipated pay-in of the Capital Contribution of the Investment Limited Partner:

**A. Subject to the provisions of the last paragraph of this Section, $2,002,300 or 15.00% of the capital contribution (the “First Installment”) upon the latest of:**
(i) fully executed Partnership Agreement and Equity Indemnity and Guaranty Agreement;

(ii) the property and partnership due diligence documents, including but not limited to, (a) valid tax credit reservation, (b) proof of submission of carryover allocation agreement to the Texas Housing Tax Credit Agency and written certification from an independent accountant/CPA of carryover basis and backup documentation evidencing costs, if applicable (the “Carryover Certification”), (c) the title policy, (d) fully executed credit agreement, other financing documents and closing documents for (i) a Construction Mortgage Loan and Bridge Loan to be made by Regions Bank to the Partnership and (ii) a City of Waco contribution (grant), (e) valid written commitment from the permanent lender for a permanent mortgage loan (the “Permanent Mortgage Loan”), (f) proper issuance of building permits, stormwater discharge permits, other environmental permits and wetlands permits, to the extent applicable, and all regulatory approvals necessary for commencement of construction, (g) receipt and Consent by the Special Limited Partner of the Construction Consultant Report, (h) [intentionally omitted], (i) evidence that the Project Budget contains the Minimum Contingency, (j) [intentionally omitted], (k) [intentionally omitted] and (l) all other documents identified on the closing checklist prepared by the Investment Limited Partner’s counsel (the “Closing Checklist”) other than those identified as post-closing; and

(iii) an opinion issued by the Partnership’s counsel, no earlier than the date of closing; and

(iv) receipt of the most recent prior year paid property tax receipt that is actually available.

B. Subject to the provisions of the last paragraph of this Section, $8,676,632 or 65.00% of the capital contribution (the “Second Installment”) upon the following:

(i) satisfaction of all conditions of the First Installment;

(ii) (a) lien-free construction completion, (b) receipt of a Certificate of Occupancy for each building in the Project and each Low-Income Unit and (c) receipt of a Certificate of Substantial Completion, AIA Form G704-2000 signed by all parties thereto;

(iii) receipt of the Carryover Allocation Agreement and the fully executed Carryover Certification, if not previously provided;

(iv) the reserves required to be funded pursuant to the Partnership Agreement have been fully funded, earlier of twelve (12) months past Placed In Service date or Permanent Loan Closing;

(v) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;
(vi) no event giving rise to the obligation of the Partnership to repurchase the interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(vii) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(viii) receipt of the most recent prior year paid property tax receipt that is actually available;

(ix) receipt of a “date down” endorsement of the title policy showing no new liens and/or encumbrances unless the same were previously approved by the Special Limited Partner

C. Subject to the provisions of the last paragraph of this Section, $1,334,867 or 10.00% of the capital contribution (the “Third Installment”) upon the following:

(i) satisfaction of all conditions of the Second Installment;

(ii) receipt of an “as-built” ALTA survey;

(iii) the Bridge Loan is fully satisfied, if required to be fully satisfied at such time pursuant to the Bridge Loan Note and the terms of the Partnership Agreement;

(iv) the final development cost and qualified basis certification prepared by an accountant/CPA for submission to the Texas Housing Tax Credit Agency;

(v) 90% physical occupancy by tax credit qualified tenants;

(vi) receipt of the Initial Certification Package required by the Partnership Agreement;

(vii) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;

(viii) no event giving rise to the obligation of the Partnership to repurchase the Interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(ix) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of
default with respect to the indebtedness of the Partnership has occurred and is existing; and

(x) receipt of the most recent prior year paid property tax receipt that is actually available.

D. Subject to the provisions of the last paragraph of this Section, the balance of the capital contribution (the “Final Installment”) upon the following:

(i) satisfaction of all conditions of the Third Installment;

(ii) the reserves required to be funded pursuant to the Partnership Agreement have been fully funded, if required by such time;

(iii) Permanent Mortgage Loan closing has occurred;

(iv) Debt Sizing has occurred;

(v) Achievement of Required Debt Service Coverage Ratio (as hereinafter defined) for three (3) consecutive months before payment of the Fourth Installment;

(vi) IRS Form(s) 8609 issued by Texas Housing Tax Credit Agency for each residential building in the Project;

(vii) (a) Depreciation schedule, (b) reconciliation of depreciable basis to eligible basis, (c) occupancy schedule for the first year in the Credit Period and (d) an updated financial forecast of income and operating expenses;

(viii) The Tax Certification Letter with the blanks completed and any additions, deletions or modifications as necessary to make the statements contained therein true and correct in all material respects;

(ix) verification that the Partnership and Project are covered by insurance in accordance with the requirements of the Partnership Agreement;

(x) no event giving rise to the obligation of the Partnership to repurchase the Interest of the Investment Limited Partner or the Special Limited Partner under the Partnership Agreement shall have occurred and not been waived by the Investment Limited Partner or the Special Limited Partner;

(xi) certificate of the General Partner that all of its representations, warranties and covenants set forth in the Partnership Agreement are true and correct in all material respects and no event of default with respect to the indebtedness of the Partnership has occurred and is existing; and

(xii) receipt of the most recent prior year paid property tax receipt that is actually available.
Payment of each Installment will be conditioned upon a “date-down” of the Owner’s Title Insurance Policy and, with the exception of the amount set forth on the Closing Statement to be paid at closing from the First Installment, upon submission of a draw request in such form and content as shall be determined by the Investment Limited Partner to be paid on a draw basis as needed for costs incurred. Notwithstanding the foregoing, a final Nothing Further Certificate together with the issuance of an ALTA 3.1 endorsement and an ALTA “same as survey” endorsement shall be provided to the Special Limited Partner prior to the payment of the Final Installment.

**Ownership Entity and Allocation of Profits and Losses** – A Texas limited partnership. As stated above, the Investment Limited Partner’s legal counsel will draft the Partnership Agreement and such other ancillary documents as are needed.

99.990% Partnership Interest – To be held by the Investment Limited Partner or its assignees, as a limited partner;

0.001% Partnership Interest – To be held by RB Affordable Housing, Inc., an affiliate of the Investment Limited Partner or its assignees (the “Special Limited Partner”), as a limited partner; and

0.009% Partnership Interest – To be held by the General Partner, as a general partner.

Subject to certain special allocation provisions, Profits and Losses of the Partnership shall be allocated in accordance with the foregoing percentage interests.

**Federal Housing Tax Credit Delivery** – The proposed investment by the Investment Limited Partner is based upon the anticipated allocation of Federal Housing Tax Credits to it in accordance with a schedule to be agreed upon by the parties. The Partnership Agreement will contain provisions allowing for the adjustment of the amount of the Capital Contributions if such delivery is different than agreed upon or if the amount of the Federal Housing Tax Credits is less than projected or subject to recapture.

**Guaranty** – Evon Harris, Jeremy Mears, Brownstone Construction, Ltd., Harris284 Team, Inc., Mears Development and Construction, Inc. and any other guarantor deemed necessary by Regions Bank (whether one or more, the “Equity Guarantor”) shall provide in an Equity Indemnity and Guaranty Agreement the following indemnities and warranties to the Investment Limited Partner:

1. Operating Deficit Guaranty – Equity Guarantor shall provide an unlimited operating deficit guaranty (the “Operating Deficit Guaranty”) for all operating deficits until payment of the Final Installment referred to herein as the “Guaranty Modification Date”). Thereafter, the Operating Deficit Guaranty will be eliminated on the date that is five (5) years after the Guaranty Modification Date, but only if (a) the Operating Deficit Reserve Account is fully funded and (b) the Project has maintained a 1.15 to 1 Debt Service Coverage Ratio for the last twelve (12) months in such five (5) year period. The Operating Deficit Guaranty is in addition to an Operating Deficit Reserve Account to be established as hereafter provided.

2. Tax Indemnity – Should the Federal Housing Tax Credits be reduced for any reason after the pay-in period described above, the Equity Guarantor shall reimburse Investment Limited Partner 89.00% for every dollar reduction. The Equity Guarantor shall reimburse the Investment Limited Partner for all amounts, including interest and penalties, should the Partnership become obligated to recapture the Federal Housing Tax Credits due to violation of the Partnership Agreement, the Construction Mortgage Loan, the Bridge Loan or the Permanent Mortgage Loan or applicable law by the General Partner. Any payment required as provided above shall be known as an “Adjustment Amount.”
Guaranty of Completion – The Equity Guarantor shall guaranty that the Project is built on budget and on time, and in accordance with the plans and specifications. The Guaranty of Completion shall expire upon payment of the Final Installment. In addition, Brownstone Construction, Ltd. shall guaranty completion of construction.

Guaranty of General Partner’s Obligation – The Equity Guarantor shall guarantee certain obligations of the General Partner under the Partnership Agreement to contribute capital to pay any unpaid, deferred development fee and to fulfill the repurchase obligation under certain circumstances.

Property Management – The General Partner agrees that Brownstone Residential, LLC, a Texas limited liability company, will serve as the property manager of Residences at Lake Waco, Ltd. and cannot, without prior approval of the Investment Limited Partner, transfer its property management obligation. Brownstone Residential, LLC shall assess a property management fee consistent with standards established by the Texas Housing Tax Credit Agency, but not in excess of 5.00% of gross rental receipts.

Distribution of Net Cash Flow – Net Cash Flow (as will be defined in the Partnership Agreement) shall be distributed not later than forty-five (45) days after the end of each fiscal year, or, if later, within fourteen (14) days of the receipt of any required authorization from the Construction Mortgage lender or the Permanent Mortgage lender or the Texas Housing Tax Credit Agency to distribute such Net Cash Flow, as follows:

(a) First, to the payment of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership;

(b) Second, to the Developer (as hereafter defined) an amount equal to the Deferred Development Fee (as hereafter defined) until such time as the Deferred Development Fee shall be satisfied;

(c) Third, to the Special Limited Partner or any affiliate thereof, for payment of any other fees, debts, liabilities, or obligations owed to any such person including Special Additional Capital Contribution (as will be defined in the Partnership Agreement) and Limited Partner Advances (as will be defined in the Partnership Agreement);

(d) Fourth, to replenish the Operating Deficit Reserve Account and then to the General Partner or Equity Guarantor for repayment of any outstanding Operating Deficit Loans (as will be defined in the Partnership Agreement) and GP Loans (as will be defined in the Partnership Agreement) made with respect to the Partnership;

(e) Fifth, to the Investment Limited Partner, an amount equal to 40% of the taxable income, if any, reflected on the total of lines 1 through 7 of the Form K-1 received by the Investment Limited Partner with respect to such year as a result of an allocation hereof, and any amount which would have been distributed in prior years but for there being insufficient Net Cash Flow;

(f) Sixth, in an amount equal to 89.990% of Net Cash Flow for such year remaining after the payment of any items under (a) through (e) hereof for such year, to the General Partner for the Partnership Management Fee (as to be defined in the Partnership Agreement);

(g) Seventh, any remaining Net Cash Flow shall be distributed to 99.990% to the Investment Limited Partner, 0.001% to the Special Limited Partner and 0.009% to the General Partner.

Notwithstanding the foregoing, (i) Net Cash Flow shall not be distributed to either the General Partner or any of its Affiliates if either the General Partner or any of its Affiliates is subject to removal hereunder or has failed to perform any of its obligations under any of the Project Documents and (ii) Net...
Cash Flow shall not be distributed in amounts greater than permitted by the financing documents anticipated to be entered between the Partnership and any applicable Lender or Texas Housing Tax Credit Agency requirement. Notwithstanding anything to the contrary, in no event shall less than ten percent (10%) of the any Net Cash Flow paid pursuant to clauses (f) and (g) above, in the aggregate from any Net Cash Flow paid or distributed to the Investment Limited Partner and Special Limited Partner, and clauses (f) and (g) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10%) of any Net Cash Flow paid or distributed pursuant to clauses (f) and (g) above. Finally, if Net Cash Flow for any Fiscal Year is not sufficient to pay the Partnership Management Fee for such Fiscal Year, such fee shall lapse to the extent not paid.

Distribution of Net Cash Proceeds from a Sale or Refinancing – In the event of a liquidating distribution, the Net Cash Proceeds resulting from a Refinancing or from a Sale (as to be defined in the Partnership Agreement) in excess of the amount applied to Partnership mortgage obligations encumbering the property refinanced or sold shall be distributed and applied in the following order of priority:

(a) To the payment of the expenses of the Sale or Refinancing (as to be defined in the Partnership Agreement) and the debts and liabilities of the Partnership then due, excluding obligations to any Partner or Affiliates thereof other than accrued Investor Services Fee (as hereafter defined).

(b) To the setting up of any required reserves for any contingent or unforeseen liabilities or obligations of the Partnership; provided, however, that said reserves shall be deposited with a bank or trust company designated by the General Partner (or other Person(s) conducting the winding up of the Partnership) in escrow at interest for the purpose of disbursing such reserves for the payment of any of the aforementioned contingencies and, at the expiration of such period as the General Partner (or other Person(s) conducting the winding up of the Partnership) shall deem advisable, for the purpose of distributing the balance remaining thereafter as provided for hereinafter.

(c) To the payment, of any Adjustment Amount, together with any accrued interest thereon, with respect to the Partnership.

(d) To the General Partner for payment of Special Additional Capital Contribution and to the Investment Limited Partner for payment of Special Additional Capital Contribution and Limited Partner Advances and to any other advances or expenses incurred by the Special Limited Partner, the Investment Limited Partner, or any Affiliates thereof on behalf of the Partnership then due and payable.

(e) To the payment of any outstanding Operating Deficit Loans and/or GP Loans made with respect to the Partnership.

(f) To the General Partner, the amount, if any, of its Capital Contributions made to the Partnership in accordance with the terms of the Guaranty of Completion, or relating to unpaid Deferred Development Fees, reduced by the amount, if any, of prior distributions.

(g) To the Investment Limited Partner and the Special Limited Partner, an amount equal to any Federal income tax incurred as a result of a Sale or Refinancing.

(h) [intentionally omitted].

(i) Finally, any remaining Net Cash Proceeds shall be distributed 9.990% to the Investment Limited Partner, 0.010% to the Special Limited Partner and 90.000% to the General Partner.

Notwithstanding anything to the contrary set forth in Section 4.5 of the Agreement, in no event shall less than ten percent (10%) of the any Net Cash Proceeds paid pursuant to clauses (h) and (i) above in the aggregate from shall be paid or distributed to the Investment Limited Partner and Special Limited Partner,
and clauses (h) and (i) above shall be modified to the extent necessary so that the Investment Limited Partner and Special Limited Partner in the aggregate will receive ten percent (10%) of any Net Cash Proceeds paid or distributed pursuant to clauses (h) and (i) above. Except as will be otherwise provided in the Partnership Agreement, the other agreements entered in connection with the Partnership Agreement or by law, the General Partner shall have no personal liability with respect to a return of the Capital Contributions of the Investment Limited Partner.

Sale of Project – At the end of the Compliance Period (as to be defined in the Partnership Agreement), the Investment Limited Partner shall have the right to market the Project. Should the General Partner object to any proposed sale, it shall have a right of first refusal and may purchase the Project at the same price and on the same terms as set forth in any offer that the Investment Limited Partner might receive, with the Investment Limited Partner entitled to proceeds as noted above. In addition, the Partnership Agreement will grant to the Investment Limited Partner and Special Limited Partner the right to “put” their partnership interest to the General Partner at the end of both the Credit Period (as to be defined in the Partnership Agreement) and the Compliance Period for a payment of $1,000. The Investment Limited Partner acknowledges that the Partnership shall grant a right of first refusal to the Texas Housing Tax Credit Agency.

Financial Accounting – Among other reports, the General Partner shall provide the following reports to the Investment Limited Partner and Special Limited Partner:

1. By October 31, an annual budget for the upcoming year.
2. By February 28, the Partnership tax return and Schedule K-1 for the prior fiscal year.
3. By March 15, audited financial statements for the prior fiscal year.
4. Such other reports as the Investment Limited Partner or Special Limited Partner shall require.

Legal Review – The Partnership agreements, all guaranty agreements and other legal documents referencing the investment by the Limited Partner are subject to review by the Investment Limited Partner and preparation by Jones Walker LLP as legal counsel for the Investment Limited Partner. The Partnership Agreement will contain representations, warranties and covenants typical to limited partnership agreements for national syndication for investment in Federal Housing Tax Credit transactions.

Due Diligence – From the date of the receipt of all due diligence items, set forth on the Due Diligence Checklist to be prepared by legal counsel for the Investment Limited Partner, the Investment Limited Partner shall have thirty (30) days to complete its due diligence review. The Investment Limited Partner’s due diligence shall include, but not be limited to, a review of the market study, an appraisal prepared by a third party independent appraiser, an ALTA survey with such survey certificate as the Investment Limited Partner may require, title commitment for an owner’s policy in the amount of the sum of the Investment Limited Partner’s capital contribution plus the amount of the permanent debt of the Partnership, any deferred development fee and any other sources with such endorsements as the Investment Limited Partner may require, and a Phase I Environmental Review, all of which shall be paid for by the Partnership and shall be in form and substance acceptable to the Investment Limited Partner.

Federal Housing Tax Credit Adjuster – Should the final Federal Housing Tax Credits earned by the Project be greater than, or less than, $1,500,000 per annum the capital contribution by the Investment Limited Partner shall be increased or decreased accordingly by 89.00% for each dollar of Federal Housing Tax Credit increased or decreased, utilizing the same formula as set forth above for calculation of the capital contribution; provided, however, in no event will any additional capital contribution exceed $1,334,867.
Development Fee – Mears Development and Construction, Inc., a Louisiana corporation, and Harris284 Team, Inc., a Texas corporation shall be the developers for the Project (whether one or more, the “Developer”). The fee to be paid to the Developer (the “Development Fee”) shall be payable in accordance with the schedule: (i) 20.00% of the cash fee to be paid upon payment of the First Installment, (ii) 20.00% of the cash fee to be paid upon payment of the Second Installment, (iii) 20.00% of the cash fee to be paid upon payment of the Third Installment, (iv) 40.00% of the cash fee to be paid upon payment of the Final Installment and (v) the remainder to be deferred. In no event shall the Development Fee exceed the amount permitted by the Texas Housing Tax Credit Agency. In the event that the sources of funds are not sufficient to pay all of the Development Fee such portion (the “Deferred Development Fee”) shall be deferred and paid out of Net Cash Flow as hereinbefore provided. Any Deferred Development Fee not paid by the thirteenth (13th) anniversary of the Completion Date (as such term will be defined in the Partnership Agreement) will be paid from a special contribution of capital to the Partnership by the General Partner.

Required Reserves – The greater of $362,860 or six (6) months of operating expenses and debt service (the “Operating Deficit Reserve”) shall be paid from the Final Installment into an Operating Deficit Reserve Account, which Operating Deficit Reserve Account shall be established with the Investment Limited Partner. If funds are withdrawn from the Operating Deficit Reserve Account, such funds must be restored from that portion of Net Cash Flow that would otherwise be paid to the General Partner as the Partnership Management Fee. A replacement reserve (the “Replacement Reserve”) in an amount of $250 per residential rental unit, per year will be established with the Investment Limited Partner.

Financing – The amount, terms and conditions of the construction and permanent financing, if not provided by Regions Bank, must be acceptable to Investment Limited Partner.

Investor Service Fee – The Investment Limited Partner will receive an Investment Limited Partner service fee of $7,500 per year, which shall have payment priority after the payment of operating expenses, debt service and funding of required reserves.

Further Documents – The General Partner and the Investment Limited Partner intend to enter into definitive written agreements acceptable to each incorporating therein all of the terms, provisions and conditions of this transaction, as stated herein, together with the customary representations, warranties, covenants and indemnities which shall survive the closing, including but not limited to warranties of title; absence of defaults, litigation, liens, and undisclosed liabilities, existence of insurance; full compliance with applicable laws, regulatory agreements and environmental regulations; defect-free construction of the Project; authority of the General Partner, and the truth and accuracy and completeness of all assumptions expressed by the General Partner.

The Partnership shall be responsible for all costs incurred in the preparation of the Partnership Agreement and related documents, the Investment Limited Partner’s legal counsel, due diligence efforts, recording fees and similar matters.

CUSTOMER IDENTIFICATION PROGRAM - IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

THIS LETTER OF INTENT DOES NOT, NOR DOES IT INTEND TO CONTAIN ALL OF THE TERMS AND CONDITIONS OF THE PROPOSED TRANSACTION. THIS LETTER OF INTENT IS SUBJECT TO THE NORMAL APPROVAL AND DUE DILIGENCE PROCESS OF
THE INVESTMENT LIMITED PARTNER AND ITS LEGAL COUNSEL, JONES WALKER LLP. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO REQUIRE OTHER INFORMATION AND DOCUMENTS AS OUR COUNSEL AND THE INVESTMENT LIMITED PARTNER REASONABLY REQUIRE. THE INVESTMENT LIMITED PARTNER RESERVES THE RIGHT TO MAKE MODIFICATIONS TO THE CLOSING CHECKLIST. FURTHERMORE, CHANGES MAY BE MADE TO THIS LETTER OF INTENT DURING THE INVESTMENT APPROVAL PROCESS OR AT THE REQUEST OF OR RECOMMENDATION OF THE INVESTMENT LIMITED PARTNER’S COUNSEL OR CERTIFIED PUBLIC ACCOUNTANT. THIS LETTER OF INTENT IS NOT A COMMITMENT TO INVEST, BUT A FRAMEWORK THAT HAS BEEN INITIALLY APPROVED BY THE INVESTMENT LIMITED PARTNER’S INVESTMENT COMMITTEE.

THIS LETTER OF INTENT WILL EXPIRE IF NOT ACCEPTED BY THE GENERAL PARTNER ON BEHALF OF THE PARTNERSHIP AND THE EQUITY GUARANTORS BY APRIL 15, 2019. IF THIS LETTER OF INTENT IS ACCEPTED BY APRIL 15, 2019, IT WILL TERMINATE IF THE TRANSACTIONS CONTEMPLATED HEREBY ARE NOT CLOSED WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE AWARD OF FEDERAL HOUSING TAX CREDITS BY THE TEXAS HOUSING TAX CREDIT AGENCY.

We appreciate having the opportunity to invest in this Partnership. Please feel free to give me a call if you have any questions or comments about this proposal. If the terms of this letter are satisfactory, please sign and return to me and I will proceed with getting the final approval of the Investment Limited Partner’s investment committee.

Very truly yours,

David N. Payne
Senior Vice President
Regions Bank
Accepted by: Residences at Lake Waco, Ltd., a Texas limited partnership

By: Residences at Lake Waco GP, LLC, a Texas limited liability company
Its: General Partner

By: 
Name: Jeremy Mears
Its: Manager
Date: 2/29, 2019

EQUITY GUARANTORS:

By: 
Name: Evon Harris
Date: 2/28, 2019

By: 
Name: Jeremy Mears
Date: 2/29, 2019

Signature page for Equity Letter of Intent for Residences at Lake Waco, Ltd.
Brownstone Construction, Ltd., a Texas limited partnership (Guaranty of Completion only)

By: Brownstone Construction GP, LLC, a Texas limited liability company
Its: General Partner

By: 
Name: Doak Brown
Its: Vice President
Date: 2/28, 2019

Harris284 Team, Inc., a Texas corporation

By: 
Name: Evon Harris
Its: President
Date: 2/28, 2019

Mears Development and Construction, Inc., a Louisiana corporation

By: 
Name: Jeremy Mears
Its: President
Date: 2/29, 2019

Signature page for Equity Letter of Intent.
RESOLUTION NO. 2019-106

WHEREAS, Residences at Lake Waco, Ltd. (“Applicant”) proposes to build an affordable housing development with up to 120 residential units (“Housing”) for seniors at 1550 West State Highway 6, in Waco, McLennan County, Texas; and

WHEREAS, the Applicant has submitted a pre-application and proposes to submit a final application for financing for the Housing, including Competitive 9% Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACO, TEXAS:

That the City Council of the City of Waco hereby confirms its support for an affordable housing development to be developed by Residences at Lake Waco, Ltd. (“Applicant”) at 1550 West State Highway 6, in Waco, McLennan County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City on this date.

That the City Council of the City of Waco hereby approves the Applicant’s application for Competitive 9% Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

That in accordance with 10 Texas Administrative Code Section 11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee or contribution of other value for the benefit of the Housing in the amount of no less than $500.00.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 19th day of February, 2019.

Kyle Deaver, Mayor
City of Waco, Texas

ATTEST:

Esmeralda Hudson, City Secretary
APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney
Certificate Of Completion

Envelope Id: 0065F74981064736BA77C116290E6876
Status: Completed
Subject: You have a pending request to eSign a document
Source Envelope:
Document Pages: 2 Signatures: 3
Certificate Pages: 2 Initials: 0
AutoNav: Enabled
Envelope Originator:
2633 Camino Ramon Ste 500
San Ramon, CA  94583
sendrac@wacotx.gov
IP Address: 66.135.61.17

Record Tracking
Status: Original
2/21/2019 10:45:49 AM Holders:
Senda Camarillo sendrac@wacotx.gov
Location: DocuSign

Signer Events
Signature
Signature Adoption: Uploaded Signature Image
Using IP Address: 72.48.177.50

Kristi DeCluitt
kristid@wacotx.gov
eSign
Security Level: Email, Account Authentication
(None)
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Signed: 2/21/2019 1:39:17 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kyle Deaver
wacomainor@wacotx.gov
Mayor
City of Waco
Security Level: Email, Account Authentication
(None)
Sent: 2/21/2019 1:39:18 PM
Viewed: 2/24/2019 5:53:13 PM
Signed: 2/24/2019 5:53:18 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Esmeralda Hudson
ehudson@wacotx.gov
City Secretary
City of Waco
Security Level: Email, Account Authentication
(None)
Sent: 2/24/2019 5:53:19 PM
Viewed: 2/25/2019 11:26:34 AM
Signed: 2/25/2019 11:26:37 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Status
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<tbody>
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</tr>
</tbody>
</table>
## Sponsor Characteristics (Competitive HTC Only)

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

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>Cash flow from operations</th>
<th>Developer Fee</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.000%</td>
<td>50.000%</td>
<td>50.000%</td>
<td>150.00%</td>
</tr>
</tbody>
</table>

(Not required for HUB of HUD 202 Rehabilitation projects.)

- **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

2/28/2019
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**

---

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**HARRIS284 TEAM, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 13-APR-2018, 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.
MATERIAL PARTICIPATION OF HUB

As a Co-General Partner and Co-Developer, the HUB (Harris284 Team, Inc.) will be active in the development and operations of the property, corresponding frequently with Co-General Partner, Co-Developer and all Development Team members in multiple facets of pre-development, construction, lease-up and on-going operations as follows:

Assist with pre-application and application preparation process, including responses to any deficiencies or requests for information;

Assist with land acquisition by the Partnership;

Review and negotiate debt and equity proposals, final documents and closings;

Prepare development budget;

Assist in final construction specification selections;

Review Lender/Equity Investor’s construction progress reports;

Review draw submissions to Lender/Investor;

Review Partnership and General Partner accounting records;

Prepare Carryover, 10% Test, Cost Certification and interim report packages to TDHCA;

Review and direct preleasing marketing activities and lease-up activities;

Review and direct annual operating budget, provide final approval to management agent;

Review monthly detailed financials, cap-ex requests, etc. and provide approvals as necessary;

Review and assist as necessary with all correspondence between Lender, Investor, TDHCA, Management Agent, etc.

Ongoing physical inspection and oversight;

Assist auditors with preparation of annual audit and tax return and approve final submissions to IRS, Investor Limited Partner and Lender.
# Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Evon Harris (Manager GP, Co-Developer)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:evon@holleman-associates.com">evon@holleman-associates.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Grapevine, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Evon Harris</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.

By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>13173</td>
<td>Canton Village Homes</td>
<td>Canton</td>
<td>9% HTC</td>
<td>Jul-13</td>
<td>n/a</td>
</tr>
<tr>
<td>14092</td>
<td>Madison Oaks Apartments</td>
<td>Winnsboro</td>
<td>9% HTC</td>
<td>Jul-14</td>
<td>n/a</td>
</tr>
<tr>
<td>15252</td>
<td>Henderson Village</td>
<td>Henderson</td>
<td>9% HTC / HOME</td>
<td>Jul-15</td>
<td>n/a</td>
</tr>
<tr>
<td>16160</td>
<td>Nash Senior Village</td>
<td>Nash</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
</tr>
<tr>
<td>16164</td>
<td>Saralita Senior Village</td>
<td>Kerrville</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>Jun-17</td>
</tr>
<tr>
<td>16170</td>
<td>Whitehouse Senior Village</td>
<td>Whitehouse</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
</tr>
<tr>
<td>16172</td>
<td>Lumberton Senior Village</td>
<td>Lumberton</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
</tr>
<tr>
<td>18138</td>
<td>Lancaster Senior Village</td>
<td>Houston</td>
<td>9% HTC</td>
<td>Jul-18</td>
<td>n/a</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</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>
Owner and Developer Organization Charts

**Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.**

Pursuant to §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:

- **X** The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- **X** Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- **n/a** Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) **Partnerships** - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) **Corporations** - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) **Limited liability companies** - Principals include all the managing members and all other members.
OWNER ORGANIZATION CHART

#19063
Residences at Lake Waco
Waco, Texas

Operating Partnership
Residences at Lake Waco, Ltd.
A Texas Limited Partnership
A TO BE FORMED ENTITY

.009% General Partner
Residences at Lake Waco GP, LLC,
a Texas Limited Liability Corp.
A TO BE FORMED ENTITY

Proposed Investor Limited Partner
99.99% Regions Bank
Investment Limited Partner
.001% RB Affordable Housing, Inc.
(An affiliate of Regions Bank)
Investment Special Limited Partner

50% Member
Mears Development and Construction, Inc.
A Louisiana Corporation
EIN #27-1991184

Shareholders
Jeremy Mears (60%)
Mia Mears (40%)

Officers
Jeremy Mears – President/Treasurer
Mia Mears – Secretary/Vice President

50% Member
Harris284 Team, Inc.
A Texas corporation
Texas Certified HUB
EIN #82-4058331

Shareholders
Evon Harris (90%)
Travis M Harris (5%)
Madison C Harris (5%)

Sole Officer
Evon Harris –
President/Secretary/Vice
President/Treasurer
*Developer Fee is split 50% Mears Development and Construction, Inc ("Mears Development"), 50% Harris284 Team, Inc ("Harris284"). Guarantees will be provided by Mears Development, Harris284, Jeremy Mears, and Evon Harris. The General Contractor will provide a guarantee of construction completion only (in lieu of a P&P Bond) and not of the loan or equity investment.
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)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Residences at Lake Waco GP, LLC</th>
<th>Role/Title: General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: PO Box 8175</td>
<td>City: Monroe</td>
<td>State: LA</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Residences at Lake Waco, Ltd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: n/a</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (210) 669-3081</td>
<td>Email: <a href="mailto:jmears@mearsdevelopment.com">jmears@mearsdevelopment.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Mears Development and Construction, Inc. TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Harris284 Team, Inc. TDHCA Experience: No</td>
<td></td>
<td></td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: Mears Development and Construction, Inc.</th>
<th>Role/Title: Manager GP/Co-Dev</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: PO Box 8175</td>
<td>City: Monroe</td>
<td>State: LA</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Residences at Lake Waco GP, LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 2/24/2010</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (210) 669-3081</td>
<td>Email: <a href="mailto:jmears@mearsdevelopment.com">jmears@mearsdevelopment.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Jeremy Mears TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Mia Mears TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
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<tr>
<td>6.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: Harris284 Team, Inc.</th>
<th>Role/Title: Manager GP/Co-Dev</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 404 E Worth Street</td>
<td>City: Grapevine</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Residences at Lake Waco GP, LLC</td>
<td></td>
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<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 1/17/2018</td>
<td>Legal Org is or will be: Corporation</td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: 817-424-3908</td>
<td>Email: <a href="mailto:evon@holleman-associates.com">evon@holleman-associates.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. Evon Harris TDHCA Experience: Yes</td>
<td></td>
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<tr>
<td>2. Travis Michael Harris TDHCA Experience: No</td>
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<td>3. Madison Claire Harris TDHCA Experience: No</td>
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Person/Role: Residences at Lake Waco, Ltd.

Email Address: jmears@mearsdevelopment.com

City & State of Home Addr: Monroe, LA

Applicant Legal Name: Residences at Lake Waco, Ltd.

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: Residences at Lake Waco GP, LLC
Email Address: jmears@mearsdevelopment.com
City & State of Home Addr: Monroe, LA
Applicant Legal Name: Residences at Lake Waco GP, LLC

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: Mears Development and Construction, Inc.

Email Address: jmears@mearsdevelopment.com

City & State of Home Addr: Monroe, LA

Applicant Legal Name: Mears Development and Construction, Inc.

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>Madison Oaks Apartments</td>
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<td>16172</td>
<td>Lumberton Senior Village</td>
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## Person/Role:
Jeremy Mears (Manager of GP & Co-Developer)

## Email Address:
jmears@mearsdevelopment.com

## City & State of Home Addr:
Monroe, LA

## Applicant Legal Name:
Jeremy Mears

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: Mia Mears (Manager of GP & Co-Developer)

Email Address: mia.mears@yahoo.com

City & State of Home Addr: Monroe, LA

Applicant Legal Name: Mia Mears

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Person/Role: Harris284 Team, Inc.
Email Address: evon@holleman-associates.com
City & State of Home Addr: Grapevine, TX
Applicant Legal Name: Harris284 Team, Inc.

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Person/Role: Evon Harris (Manager GP, Co-Developer)
Email Address: evon@holleman-associates.com
City & State of Home Addr: Grapevine, TX
Applicant Legal Name: Evon Harris

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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<tr>
<td>13173</td>
<td>Canton Village Homes</td>
<td>Canton</td>
<td>9% HTC</td>
<td>Jul-13</td>
<td>n/a</td>
</tr>
<tr>
<td>14092</td>
<td>Madison Oaks Apartments</td>
<td>Winnsboro</td>
<td>9% HTC</td>
<td>Jul-14</td>
<td>n/a</td>
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<tr>
<td>15252</td>
<td>Henderson Village</td>
<td>Henderson</td>
<td>9% HTC / HOME</td>
<td>Jul-15</td>
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<tr>
<td>16160</td>
<td>Nash Senior Village</td>
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<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
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<tr>
<td>16164</td>
<td>Saralita Senior Village</td>
<td>Kerrville</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>Jun-17</td>
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<tr>
<td>16170</td>
<td>Whitehouse Senior Village</td>
<td>Whitehouse</td>
<td>9% HTC</td>
<td>Jul-16</td>
<td>n/a</td>
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<tr>
<td>16172</td>
<td>Lumberton Senior Village</td>
<td>Lumberton</td>
<td>9% HTC</td>
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<tr>
<td>18138</td>
<td>Lancaster Senior Village</td>
<td>Houston</td>
<td>9% HTC</td>
<td>Jul-18</td>
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Person/Role: Travis Harris (Manager GP)

Email Address: 

City & State of Home Addr: Grapevine, TX

Applicant Legal Name: Travis Harris

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: Madison Harris (Manager GP)

City & State of Home Addr: Grapevine, TX

Applicant Legal Name: Madison Harris

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Person/Role: Travis Harris (Manager GP)

Email Address: travisharris80@yahoo.com

City & State of Home Addr: Grapevine, TX

Applicant Legal Name: Travis Harris

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Person/Role: Madison Harris (Manager GP)
Email Address: madisonclaire94@aol.com
City & State of Home Addr: Grapevine, TX
Applicant Legal Name: Madison Harris

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<td>TBRA</td>
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<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>
The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mears Development and Construction, Inc</td>
<td>(210) 669-3081</td>
<td><a href="mailto:jmears@mearsdevelopment.com">jmears@mearsdevelopment.com</a></td>
<td>$929,613.85</td>
<td>27-1991184</td>
</tr>
<tr>
<td>Wil Brown</td>
<td>(210) 669-3081</td>
<td><a href="mailto:wil@thebrownstonegroup.net">wil@thebrownstonegroup.net</a></td>
<td>$591,219.09</td>
<td>20-3745669</td>
</tr>
<tr>
<td>William L. (“Bill”) Brown</td>
<td>(210) 669-3081</td>
<td><a href="mailto:bill@thebrownstonegroup.net">bill@thebrownstonegroup.net</a></td>
<td>$125,000.00</td>
<td>76-0036739</td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownstone Construction, Ltd</td>
<td>(210) 669-3081</td>
<td><a href="mailto:wil@thebrownstonegroup.net">wil@thebrownstonegroup.net</a></td>
<td>included above</td>
<td>20-3745669</td>
</tr>
<tr>
<td>Wil Brown</td>
<td>(210) 669-3081</td>
<td><a href="mailto:wil@thebrownstonegroup.net">wil@thebrownstonegroup.net</a></td>
<td>included above</td>
<td>20-3745669</td>
</tr>
</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brownstone Architects &amp; Planners, Inc</td>
<td>(210) 669-3081</td>
<td><a href="mailto:bill@thebrownstonegroup.net">bill@thebrownstonegroup.net</a></td>
<td>$125,000.00</td>
<td>76-0036739</td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Brownstone Architects &amp; Planners, Inc</td>
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### Architect:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Brownstone Architects &amp; Planners, Inc</td>
<td>(210) 669-3081</td>
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<td>$125,000.00</td>
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2/28/2019
<table>
<thead>
<tr>
<th>Engineer:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Burgess &amp; Niple, Inc.</td>
<td>Joseph Rue</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:joseph.reue@burgessniple.com">joseph.reue@burgessniple.com</a></td>
<td>(281) 980-7705</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
<thead>
<tr>
<th>Civil Engineer:</th>
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<tbody>
<tr>
<td>Burgess &amp; Niple, Inc.</td>
<td>Joseph Rue</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:joseph.reue@burgessniple.com">joseph.reue@burgessniple.com</a></td>
<td>(281) 980-7705</td>
</tr>
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<table>
<thead>
<tr>
<th>Market Analyst:</th>
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</thead>
<tbody>
<tr>
<td>Valbridge Property Advisors / The Gerald A.</td>
<td>Tim Treadway</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:ttreadway@gateel.com">ttreadway@gateel.com</a></td>
<td>(713) 467-5858</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<tr>
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<tbody>
<tr>
<td>n/a</td>
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<tr>
<td>Contact Name</td>
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<td>Email</td>
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<table>
<thead>
<tr>
<th>Attorney:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Coats Rose Yale Ryman &amp; Lee PC</td>
<td>Bill Walter</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:wwalter@coatsrose.com">wwalter@coatsrose.com</a></td>
<td>(512) 684-3842</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
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<tr>
<th>Accountant:</th>
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</thead>
<tbody>
<tr>
<td>Katopody, LLC</td>
<td>Tom Katopody</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td><a href="mailto:tkatopody@katopodyllc.com">tkatopody@katopodyllc.com</a></td>
<td>(214) 624-9890</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
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<tr>
<td>Property Manager:</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td><strong>Brownstone Residential, LLC</strong></td>
<td><strong>Rob Dryman</strong></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td><strong>No</strong></td>
</tr>
<tr>
<td><strong><a href="mailto:rdryman@brownstoneresidential.com">rdryman@brownstoneresidential.com</a></strong></td>
<td></td>
</tr>
<tr>
<td><strong>5% of EGI</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
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<table>
<thead>
<tr>
<th>Originator of Underwriter:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Regions Bank</strong></td>
<td><strong>David N. Payne</strong></td>
<td><strong>(214) 220-6171</strong></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td><strong>No</strong></td>
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</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td><strong>No</strong></td>
<td></td>
</tr>
<tr>
<td><strong><a href="mailto:davidn.payne@regions.com">davidn.payne@regions.com</a></strong></td>
<td></td>
<td></td>
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<tr>
<td><strong>$124,750.00</strong></td>
<td></td>
<td><strong>63-0371391</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
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<tr>
<td><strong>n/a</strong></td>
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<td>Phone</td>
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<th>Syndicator:</th>
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<tbody>
<tr>
<td><strong>Regions Bank</strong></td>
<td><strong>David N. Payne</strong></td>
<td><strong>(214) 220-6171</strong></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td>Phone</td>
</tr>
<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Certified Texas HUB?</td>
<td><strong>No</strong></td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td><strong>No</strong></td>
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<tr>
<td><strong><a href="mailto:davidn.payne@regions.com">davidn.payne@regions.com</a></strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>$20,000.00</strong></td>
<td></td>
<td><strong>63-0371391</strong></td>
</tr>
<tr>
<td><strong>Email</strong></td>
<td><strong>Proposed Fee</strong></td>
<td><strong>Tax ID Number (TIN)</strong></td>
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<table>
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<tr>
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</thead>
<tbody>
<tr>
<td><strong>TBD</strong></td>
<td></td>
<td>Phone</td>
</tr>
<tr>
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<td></td>
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<tr>
<td>Certified Texas HUB?</td>
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<tr>
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<tr>
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<tbody>
<tr>
<td><strong>n/a</strong></td>
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<td>Phone</td>
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<td></td>
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<tr>
<td>Certified Texas HUB?</td>
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2/28/2019
### Title Company

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Hamilton</td>
<td>(713) 986-0723</td>
<td>$5,000.00</td>
<td>74-1659903</td>
</tr>
</tbody>
</table>

Email: tom.hamilton@fnf.com

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Application Consultant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leslie Holleman &amp; Associates, Inc.</td>
<td>(325) 784-9797</td>
<td>TBD</td>
<td>74-2836486</td>
</tr>
</tbody>
</table>

Email: leslie@holleman-associates.com

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### ESA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Astex Environmental Services</td>
<td>(210) 828-9800</td>
<td>$12,000.00</td>
<td>20-5678892</td>
</tr>
</tbody>
</table>

Email: jeff.zunker@astexinc.com

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### PCA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
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</tr>
</thead>
<tbody>
<tr>
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</table>

Email

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members*

### Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harris284 Team, Inc. - Co-Developer</td>
<td>(817) 424-3908</td>
<td>$929,613.85</td>
<td>82-4058331</td>
</tr>
</tbody>
</table>

Email: evon@holleman-associates.com

Certified Texas HUB? Yes

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
</table>

Email

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members*
Development Team

Statement regarding “a direct or indirect, financial, or other interest with Applicant or other team members.”

Brownstone Construction, Ltd., and Brownstone Architects & Planners, Inc. and Brownstone Residential, LLC, share principals in common.

Brownstone Residential, LLC and Leslie Holleman& Associates, Inc. share a principal in common.

Brownstone Residential, LLC and Harris284 Team, Inc. share a principal in common.
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.
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

2/25/19

Date

______________________________

Printed Name

TX 4086

License Number and State

Brownstone Architects and Planners, Inc.

Firm Name (If applicable)
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 12, 2016

Mr. Jeremy Mears
P.O. Box 8175
Monroe, Louisiana 71211

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mr. Mears:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
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 Applicants, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Residences at Lake Waco, Ltd.</td>
</tr>
<tr>
<td>2. Residences at Lake Waco GP, Ltd.</td>
</tr>
<tr>
<td>4. Jeremy Mears</td>
</tr>
<tr>
<td>5. Mia Mears</td>
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<tr>
<td>6. Harris284 Team, Inc.</td>
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<tr>
<td>7. Evin Harris</td>
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<td>8. Travis Michael Harris</td>
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<td>9. Madison Claire Harris</td>
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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 I b. above.

By: [Signature of Applicant]  
2/27/19  
Its: MANAGER OF GP  

2/25/2019
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, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

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<td>3.</td>
<td>Mears Development and Construction, Inc.</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
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<td>4.</td>
<td>Jeremy Mears</td>
<td>Yes</td>
<td>Submit Part II</td>
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<td>5.</td>
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<td>Submit Part II</td>
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<td>Travis Michael Harris</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
Date: 7/8/19  
Its: [Manager of GP]  

7/8/2019
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: Mears Development and Construction, Inc.

Which is: 
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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<tr>
<th>Development Name</th>
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<th>City</th>
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<td>8</td>
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<td>9</td>
<td>San Antonio</td>
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I acknowledge that Jeremy Mears 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)]

Mears Development and Construction, Inc.

Printed Name

Date: 2/27/19

2/25/2019
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: Jeremy Mears

Which is:
- ☒ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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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)]

Jeremy Mears
Printed Name

Date: 2/27/19

2/25/2019
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: Mia Mears

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
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I acknowledge that Mia Mears 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: Mia Mears

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Printed Name: Mia Mears  

Date: 2-27-19

2/25/2019
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:  

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  
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<tr>
<td>South Rice Apartments</td>
<td>6</td>
<td>Houston</td>
<td>22.50%</td>
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I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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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)  

Date: 2/26/19  

Printed Name:  

2/25/2019
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: Evon Harris

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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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]
Printed Name

[Date]
2/26/19

2/25/2019
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: Travis M Harris

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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</table>

I acknowledge that Jeremy Mears 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)]

Travis M Harris

Printed Name

2/26/19

Date

2/25/2019
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: 

<table>
<thead>
<tr>
<th>Which is:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] the Applicant (Entity that generally manages or controls the &quot;Applicant,&quot; i.e. General Partner, Managing Partner, etc.)</td>
<td></td>
</tr>
<tr>
<td>[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant</td>
<td></td>
</tr>
<tr>
<td>[ ] a Developer for the Applicant for this specific Application</td>
<td></td>
</tr>
<tr>
<td>[ ] an Affiliate to the Applicant</td>
<td></td>
</tr>
<tr>
<td>[x] a Guarantor on the Application</td>
<td></td>
</tr>
</tbody>
</table>

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
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<tbody>
<tr>
<td>South Rice Apartments</td>
<td>6</td>
<td>Houston</td>
<td>22.50%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Residences at Lake Waco</td>
<td>8</td>
<td>Waco</td>
<td>50.00%</td>
<td>50.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Name]
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]

Printed Name: [Name]

Date: [Date]
**Community Input Scoring Items**

<table>
<thead>
<tr>
<th></th>
<th>Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>✗ Resolution(s) of either &quot;no objection&quot; or &quot;support&quot; is included behind this tab.**</td>
</tr>
<tr>
<td></td>
<td>Name of Local Government Body</td>
</tr>
<tr>
<td></td>
<td>City of Waco</td>
</tr>
<tr>
<td></td>
<td>✗ Name of Local Government Body (if applicable)</td>
</tr>
<tr>
<td></td>
<td>✗ ** Note that resolutions are due March 1, 2019</td>
</tr>
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<table>
<thead>
<tr>
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<th>Quantifiable Community Participation - §11.9(d)(4)</th>
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<tbody>
<tr>
<td>2</td>
<td>✗ 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!</td>
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<table>
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<tr>
<th></th>
<th>Community Support from State Representative - §11.9(d)(5)</th>
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<tbody>
<tr>
<td>3</td>
<td>✗ Application expects to receive points for a letter from a Representative. **Note that letters are due March 1, 2019</td>
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<table>
<thead>
<tr>
<th></th>
<th>Input from Community Organizations - §11.9(d)(6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>✓ Applicant has included one or more letters of support or opposition behind this tab.</td>
</tr>
</tbody>
</table>

List information for each of the letters below:

A. Mission Waco Mission World, Inc.
   - Name of Community Organization: John Calaway
   - Contact Name
   - ✗ Support
   - ☐ Opposition

B. Meals on Wheels of Waco
   - Name of Community Organization: Debbie King
   - Contact Name
   - ✗ Support
   - ☐ Opposition

C.                                                                
   - Name of Community Organization
   - Contact Name
   - ☐ Support
   - ☐ Opposition

D.                                                                
   - Name of Community Organization
   - Contact Name
   - ☐ Support
   - ☐ Opposition

E.                                                                
   - Name of Community Organization
   - Contact Name
   - ☐ Support
   - ☐ Opposition

F.                                                                
   - Name of Community Organization
   - Contact Name
   - ☐ Support
   - ☐ Opposition
RESOLUTION NO. 2019-106

WHEREAS, Residences at Lake Waco, Ltd. (“Applicant”) proposes to build an affordable housing development with up to 120 residential units (“Housing”) for seniors at 1550 West State Highway 6, in Waco, McLennan County, Texas; and

WHEREAS, the Applicant has submitted a pre-application and proposes to submit a final application for financing for the Housing, including Competitive 9% Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACO, TEXAS:

That the City Council of the City of Waco hereby confirms its support for an affordable housing development to be developed by Residences at Lake Waco, Ltd. (“Applicant”) at 1550 West State Highway 6, in Waco, McLennan County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City on this date.

That the City Council of the City of Waco hereby approves the Applicant’s application for Competitive 9% Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

That in accordance with 10 Texas Administrative Code Section 11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee or contribution of other value for the benefit of the Housing in the amount of no less than $500.00.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 19th day of February, 2019.

ATTEST:

Kyle Deaver, Mayor
City of Waco, Texas

Esmeralda Hudson, City Secretary
APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney
Certificate Of Completion

Envelope Id: 0065F74981064736BA77C116290E6876
Status: Completed
Subject: You have a pending request to eSign a document
Source Envelope:
  Document Pages: 2
  Certificate Pages: 2
  Signatures: 3
  Initials: 0
  Status: Completed
  Envelope Originator:
    Senda Camarillo
  Envelope Id: 0065F74981064736BA77C116290E6876
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    Senda Camarillo
  2633 Camino Ramon Ste 500
  San Ramon, CA 94583
  sendrac@wacotx.gov
  IP Address: 66.135.61.17

Record Tracking
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  Holder: Senda Camarillo
  sendrac@wacotx.gov
  Location: DocuSign

Signer Events
Signature
Timestamp
Kristi DeCluitt
kristid@wacotx.gov
eSign
Signature Adoption: Uploaded Signature Image
Using IP Address: 72.48.177.50
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Viewed: 2/21/2019 1:39:14 PM
Signed: 2/21/2019 1:39:17 PM

Electronic Record and Signature Disclosure:
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Kyle Deaver
wacomayor@wacotx.gov
Mayor
City of Waco
Signature Adoption: Drawn on Device
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Viewed: 2/24/2019 5:53:13 PM
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Electronic Record and Signature Disclosure:
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Esmeralda Hudson
ehudson@wacotx.gov
City Secretary
City of Waco
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Electronic Record and Signature Disclosure:
  Not Offered via DocuSign

In Person Signer Events
Signature
Timestamp

Editor Delivery Events
Status
Timestamp
Agent Delivery Events
Status
Timestamp
Intermediary Delivery Events
Status
Timestamp
Certified Delivery Events
Status
Timestamp
Carbon Copy Events
Status
Timestamp
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### Payment Events

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<td></td>
</tr>
</tbody>
</table>
February 27, 2019

Mr. David Cervantes, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711

RE: 2019 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Residences at Lake Waco in Waco, Texas, TDHCA Application #19063

Dear Mr. Cervantes,

Please accept this letter expressing my support for the Residences at Lake Waco, Ltd. request to allocate tax credits from the Texas Department of Housing and Community Affairs to Residences at Lake Waco, TDHCA Application #19063.

I support this development, which is to be located at 1700 W State Highway 6, Waco, Texas in McLennan County. As the Texas Representative of District 56 which includes this property in Waco, I see an increasing need for affordable housing in my district.

The City of Waco, like many other communities, is experiencing a shortage of quality affordable housing. Developments like this will help address the needs of this community by providing affordable housing and needed social services to the residents at this complex. This proposed project will make a very positive impact in our community.

If you have questions regarding my support of this proposed development, please contact me at (512) 463-0135.

Sincerely,

Representative Charles “Doc” Anderson
House District 56
February 25th, 2019

Mr. David Cervantes, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

RE: 2019 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Residences at Lake Waco in Waco, Texas, TDHCA Application #19063

Dear Mr. Cervantes,

The purpose of this letter is to express our support for the Residences at Lake Waco housing development, TDHCA application No. 19063, located at approximately 1550 West State Highway 6, Waco, Texas in McLennan County. This application is being submitted to the Texas Department of Housing and Community Affairs by Residences at Lake Waco, Ltd.

As the cost of living increases there is a greater need for affordable housing at affordable rental rates, especially for seniors on fixed incomes. Residences at Lake Waco could provide a new, safe and affordable housing option for residents of the community to live. Overall, the well-being of all members in the community is critically important to growth and long-term sustainability for our city.

Mission Waco Mission World is a civic non-profit located at 1315 N 15th St, Waco, TX 76707. As part the community in which Residences at Lake Waco will be located, we strongly support this application for tax credits because of our community’s great need for quality affordable housing at affordable rental rates. Ultimately, we look forward to seeing this project developed.

Sincerely,

[Signature]

John Calaway
Executive Director
Mission Waco Mission World, Inc.

1315 N. 15th Street, Waco, TX 76707-2203
254-753-4900 | Fax: 254-753-4909
www.missionwaco.org
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 26, 2019

MISSION WACO, MISSION WORLD, INC.
1315 N 15TH ST
WACO, TX 76707-2203

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-03-1991
Sales and use tax, as of 09-03-1991
   (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17426056218

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State’s website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Mission Statement

Provide Christian-based, holistic, relationship-based programs that empower the poor and marginalized.
Mobilize middle-class Americans to become more compassionately involved among the poor.
Seek ways to overcome the systemic issues of social injustice which oppress the poor and marginalized.

I AM Mission Waco  Mission Waco: 25 Years of Service

Upcoming Events

The Results Are In!

2018 H.O.T. Reader's Choice Awards...
Non-Profit Agency
First Place: Mission Waco/Mission World
History of Mission Waco Mission World

In 1978, Jimmy and Janet Dorrell bought a deteriorating house in the middle of a blighted neighborhood in North Waco. Based on their understanding of incarnational ministry, they sensed their vocational call was to live among the poor and help “bring good news” through relationships and empowerment opportunities. The couple began offering children’s and teen clubs each week in their home, meeting neighbors, and providing assistance to those struggling in the back of the warehouse area, and that space is used to distribute clothing to men, women, children.

Due to growing numbers of homeless people who had no safe place to sleep, Dorrell gathered four other pastors together in 1994 to create Compassion Ministries as another separate non-profit for homeless women, children, and families. However, it was not until 2004 that Mission Waco chose to establish their own chronic homeless shelter, calling it “My Brother’s Keeper.” Other ministries including Manna House, a ten residential alcohol/drug recovery home, were established in 1995 by Jason Pittman of Mission Waco, to target very low income persons, including the homeless who could not access other treatment programs. A transition house was created to offer a 9-month educational/empirical internship in urban ministry (this program ran from 1999-2003). Interns served/studied for 7 months here in Waco, went on a Mission Exposure trip to Mexico City, and then spent 2 months in a transitional home for drug and alcohol addiction recovery.

Founded by Dr. John Perkins and Dr. Wayne Gordon, CCDCA (Christian Community Development Association) was created to offer a 9-month educational/empirical internship in urban ministry (this program ran from 1999-2003). Interns served/studied for 7 months here in Waco on a Mission Exposure trip to Mexico City, and then spent 2 months in a transitional home for drug and alcohol addiction recovery. The organization also seeks to help bring new economic development to the area.

In 1997, Mission Waco helped establish Waco Community Development Corporation as another separate non-profit for homeless women, children, and families. The CDC is safe and affordable housing for both the poor and to attract and encourage mixed-income Christians living in a program-based living center with spiritual mentoring and accountability.

The youth program started in the late 1990’s and early 2000’s with some grant funding. Knowledge Knight, step dancing, bible study small groups, field trips, summer camp in Colorado. The Wellspring Scholarship continues to provide small scholarships to students from our programs who want to go to college — and begins introducing the steps to college earlier in the youth program. Folk Scene Cafe and Jubilee Theater were popular hangout spots for the alternative music crowd in Waco.

Women’s Group met for over 10 years on a mostly weekly basis to provide a place of service and love between diverse women of Waco. So much laughter and so many tears shared as they met for bible study, field trips, creative activities.

In 1999, the decision was made for Church Under the Bridge to become a separate entity from Mission Waco, recognizing that it was no longer a simple bible study, but a full-functioning church. Each Saturday — usually the 2nd Sunday — CUB and Mission Waco continue to celebrate together with Mission Waco’s “Walk for the Homeless” ending at CUB worship and anniversary service under I-35. Urban Institute was created to offer a 9-month educational/empirical internship in urban ministry (this program ran from 1999-2003). Interns served/studied for 7 months here in Waco on a Mission Exposure trip to Mexico City, and then spent 2 months in a transitional home for drug and alcohol addiction recovery.

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The main offices were expanded and moved to the Jubilee Center in 2001. This move also freed up space at our original building to expand the social services for the homeless. Manna House had closed in 2000 for renovations and restructuring. The new Manna House program, developed by Pam Stelk, recovery director, opened in August 2001.

In 2002, through the generosity of the Meyer Foundation, Mission Waco was given a building for our children’s program. The ROCK (Renewing Our Children’s Knowledge) was born! “The Other Side of Waco” tour was added to 2002 in order to provide a chance to learn and see issues related to poverty and redevelopment in north, east, and downtown Waco (this 1.5 hour driving tour continues to be a great entry point to Mission Waco and an educational tool for many groups from churches, universities/colleges, schools, organizations). Our retail space at 1817 Franklin had been operated as The Storehouse (a mixture of used building supplies and perpetual garage sale) for several years until 2001. It was renovated in 2003 as The Clotheline, a stylish boutique selling women’s clothing (provided by donations from individuals and also from some area retailers). Profits from The Clotheline help offset the cost of our Manna House program. The Voucher Center was relocated to the back of the warehouse area, and that space is used to distribute clothing to men, women, children.

My Brother’s Keeper (MBK) shelter for emergency housing for chronically homeless adult men and women opened in Dec 2004, with transitional housing (partially funded through grant from Housing and Urban Development) added in March 2006. In January 2005, Mission Waco opened the “Meyer Center for Urban Ministries,” a former church in downtown Waco that provides assistance and social services for the poor. Through the generosity of the Paul and Jane Meyer Family Foundation, the building was purchased to help create a “one-stop shop” for the poor and marginalized in the community. Showers, laundry, clothing vouches, and shelter vouchers are provided each day. This is also the location for M-Powerment (computer lab, job readiness, job shop) classes.

In 2007, the Mission Waco Health Clinic began two nights per week, serving the poor with acute care by volunteer doctors, dentists, nurses, chiropractors, orthopedic doctors, etc. Later the local Family Health Center also opened a full-time day-time clinic in that space (and renovated the space into a beautiful clinic!). Manna House, a ten residential alcohol/drug recovery home, also opened in Fall 2005, but later closed in 2007 due to lack of funds. The HOID property was used for intent housing for several years, and became Men’s Permanent Housing program in 2010 — this is a boarding house style atmosphere for single adult men.

On January 9, 2006, World Cup Cafe, the 42-seat corner restaurant at Jubilee Center (1321 N. 15th at Colcord), opened with specialty coffees and pastries. On January 31st, breakfast and lunch became the norm. On February 14th, the Cafe held its official Grand Opening. The World Cup Cafe and Fair Trade Market not only offers coffees and fair trade gift items from around the world, but also is a gathering place in the community and provides some training in the food service industry.

The youth program was redesigned as high-risk youth and at-risk youth programs. The youth center (formerly “Alpha Quest”) well a desired-make over in 2007 to become a great hangout place for teens — with video games, pool, fooshball, computers/library, weights. A recording studio was added to reach the older students who have a lot to say but often don’t feel like they have an outlet. Mentoring in the alternative school and lock-up facilities provide opportunity to connect with teens/young adults, including some involved with gang activity.

In 2010, Galveston Urban Ministries was launched (through a start-up grant by Christian Mission Concerns) by Mission Waco to serve among the poor in Galveston TX. Josh and Danielle Dorrell lead GUM, and GUM is now a separate 501c3 with a local board of directors in Galveston. Also in 2010, the Jubilee Theater renovations were completed, and an exciting period of live plays, special performances and theater camp became the norm for our neighborhood. The Fair Trade Market expanded and the cafe and theater were connected. The earthquake in Haiti brought world-wide attention to the island. Many donors chose to give to us because of our established relationships in Haiti, and as a result the work in Haiti increased. Seth and Sarah Dorrell and daughter Finley moved in 2011 to Ferrer to lead our partnerships there, though they returned a few months later due to Seth’s health.

Mental Health services were added in 2011 at the Meyer Center through a partnership with Baylor’s psychology department. Other volunteer counselors also help at the Meyer Center. The “12:22” relapse prevention group began meeting weekly at Meyer Center. As part of our growing commitment to holistic ministry, Urban Expressions visual arts studio launched at the Jubilee Center to offer art instruction to children, youth and adults. Prelude Various, a classical music instruction program that also includes a service component, came under the umbrella of Mission Waco for 2011-2012.

Celebrating twenty years of ministry in 2012, the board of directors adopted a name change to Mission Waco, Mission World, Inc. to better reflect the purpose of the organization. Mission World includes all the work with our national partners in Haiti, Mexico City and India. Two new programs began in 2012: Six-Technologies (name changed to I.A.M.E.S. in 2014 for Justice and Mercy Engineering Society), to connect engineers with solving practical needs in third world countries. Legal Services Program offers legal assistance clinics and other help to those facing various needs like landlord/tenant or immigration issues. The Fair Trade Market was expanded again in 2012, allowing more display space for an increasing variety of gift items, but also allowing more seating for the cafe and special events. The annual School Supplies Store and Christmas Toy Store were reorganized to coincide with Parent Resource Nights, so that low-income parents can be more aware of resources for their families as well as getting 70% discount on school supplies. The “Daniel Butler Memorial Fund” was created by Daniel’s family and friends in memory of his commitment to economic development and the poorest areas of the world, to enhance the work of Mission World in areas of Haiti, Mexico and India. In just 9 weeks, we lost Seth as well as Jackie Bowers (a long-time partners in Ferrier), and Tony Villafana (one of the original overnight monitors of MBK). The “Chapel @ Meyer Center” renovations were completed to improve marketing of the rental space for weddings and other events to help offset some of the building expenses at Meyer Center. A new parking lot was added along Colcord to serve the World Cup Cafe and Fair Trade Market and Jubilee Theater customers.

Texas Christian Development Network was created as a separate 501c3 by Jimmy and other like-minded CCD leaders to bring healing and hope to disadvantaged communities, neighborhoods and residents of the Lone Star State by connecting, educating, training and advocating for the poor and marginalized in Texas. The No Need Among You annual conference is a highlight for many churches and non-profits in Texas, and is a key training/inspirational event for MWWM program directors, board members, volunteers who are able to attend.

The Ark Apartments courtyard got a face lift with new patio and playground. Our youth job training program took a new twist in the summer 2014 to include “World Bowl” food truck (rented for the summer) in the new parking lot behind World Cup Cafe — offering a basic chicken and rice base plus choice of sauces representing Haitian, Indian and Mexican cuisine. James Wilson passed away in early 2014 — he was an inspirational man — a graduate of MBK, and Manna House who worked full-time elsewhere but continued to get up very early to cook breakfast 5 days/wk for MBK residents, as well as serving as manager of our Men’s Housing Program.

In 2015 a new deck behind the youth center was added by a local eagle scout project. We purchased a food truck that was renovated and called “Urban Edibles”, with plans to build on what took place last summer. Staff members from the Meyer Center began working with other citizens to encourage businesses to adopt “fair chance hiring policies” to improve job opportunities for people with a felon on their criminal record. The “Jerry Johnston Creative Arts Memorial Fund” was created by Jerry’s family and friends in memory of his commitment to the arts and people in need — and will be used to assist low-income children, youth and adults to have access to art, dance, and music lessons as well as field trips and attending performances. The old Safeway grocery building was purchased in August 2015 — it has long been a site for some variation of convenience store and one-line stores — but is a piece of redeveloping the corridor of N. 15th & Colcord. The Dwyer Group company led fundraising for the “Light Up Ferrier” project in Ferrier, Haiti — providing a small solar-powered LED light panel to each of 800 homes. Each family who received a light had participated in service projects led by people in the village. Many women in the families commented on how it will no longer have to use smoky kerosene lamps to provide light at night — which improves lung health and safety for their family members. We were awarded a grant for providing Youth Job Readiness and Placement.

In 2016 plans were firming up for remodeling the old grocery building into Jubilee Food Market, to address the reality of our neighborhood being a “food desert” with lack of fresh foods and affordable groceries for purchase. “O.A.S.I.S. shares” were available for $25 each for people to invest in the new store, and federal and local grant applications turned in — with hopes that enough funds could be raised. In the spring our theater program middle school won first place in an Improv theater competition! It was their first competition ever, and with 30 other teams. Jubilee Park was blessed with a new half-court basketball court which is used consistently by programs. The former Jubilee Food Market grand opening on Dec 1, 2016, 362 donors had given cash $653,133 and in-kind $255,329 donations totaling $878,462! We are humbled by the response, but not surprised as we watched God open door after door. The parking lot was full for the ribbon cutting, which included Brook Avenue Elementary School choir and lots of neighbors.

2017 started off with the ground breaking for Urban R.E.A.P. (Renewable energy and agriculture projects) next door to Jubilee Food Market. Green Mountain Energy’s “Sun Club” provided $234,000 grant for this project, and funds will also be added from donors and the Seth Dorrell Memorial Fund (economic development). “The Next 25” capacity campaign kicked off at the 25th Anniversary banquet in February. Focus groups including donors, program participants, churches, city leaders, volunteers, Board members and others met to listen and give feedback to some of the dreams for the future. Over $2 million was pledged for a 5-year period. Expansion of the R.O.C.K. children’s center started in the July of The Next 25 funded projects.

John Calaway became the new executive director as of January 2018. Jimmy Dorrell continues as president, and will continue leading work on economic development of the N. 15th & Colcord Corner (Jubilee Food Market, Urban REAP, Center for Office and Retail Development “C.O.R.D.2”) and other development projects. Fundraising for CORD renovations kicked off in January. A foundation matched up to $220k to reach the renovation fundraising goals. The ROCK expansion was completed in February. Y.E.S. I Can (Youth Employment Services) program started Fall 2018 with funding from a local donor in honor of his late wife. Y.E.S. offers pre-employment work maturity classes, mentoring, and work experience for youth in the juvenile delinquent system of the Waco area. The Next 25 funded some additional staffing needs, and also contributed to the purchase of an additional van.

Annual fundraisers include our banquet (February), Style Show (April or May), Champions of Service Breakfast (August or September) and Golf Tournament (Sept or October). Race ONE 5k and Fun Run (April or May) started in 2012 and continues to bring the diversity of the city together for a fun event in our neighborhood.

In 2019 we had 33 full-time staff members and about 43 more part-time staff members. In 2018 over 2500 volunteers served over 60,000 hours across ALL program areas. In addition, 2000 people and 8,000 hours were given by groups coming to Mission Waco from Waco and across the nation.

Through its entire history, Mission Waco staff and volunteers have worked hard to balance “hands-on” relationships with the poor, local churches, and the community. The call to bring good news to the poor has been a driving force since its first day. And the desire to create a bible based for empowering compassion is still at its core. God has birthed, blessed and sustained this venture through the years. Thanks be to God.
February 20, 2019

Mr. David Cervantes, Executive Director  
Texas Department of Housing and Community Affairs  
P.O. Box 13941  
Austin, TX  78711-3941

RE: 2019 Application to the Texas Department of Housing and Community Affairs for an Allocation of Low-Income Housing Tax Credits to Construct Residences at Lake Waco in Waco, Texas, TDHCA Application #19063

Dear Mr. Cervantes,

The purpose of this letter is to express our support for the Residences at Lake Waco housing development, TDHCA application No. 19063, located at approximately 1550 West State Highway 6, Waco, Texas in McLennan County. This application is being submitted to the Texas Department of Housing and Community Affairs by Residences at Lake Waco, Ltd.

As the cost of living increases there is a greater need for affordable housing at affordable rental rates, especially for seniors on fixed incomes. Residences at Lake Waco could provide a new, safe and affordable housing option for residents of the community to live. Overall, the well-being of all members in the community is critically important to growth and long-term sustainability for our city.

Meals on Wheels Waco is a non-profit agency located at 501 W. Waco Dr. As part of the neighborhood and community in which Residences at Lake Waco will be located, we support this application for tax credits because of our community’s great need for quality affordable housing at affordable rental rates. Ultimately, we look forward to seeing this project developed.

Sincerely,

[Signature]
Debbie King,  
Executive Director
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 25, 2019

CENTRAL TEXAS SENIOR MINISTRY
501 W WACO DR
WACO, TX 76707-3838

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 03-31-1969
- Sales and use tax, as of 01-01-1984
  - (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17417764473

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Stedman Grigsby

From: Debbie King <Debbie@mowwaco.org>
Sent: Wednesday, December 19, 2018 11:51 AM
To: Stedman Grigsby
Subject: RE: Possible service

Stedman,

Yes we do deliver meals in that area.
So is this for a senior development? Just curious.

Debbie King, MS, RD, LD, FAND
Executive Director
Meals on Wheels Waco
501 West Waco DR
Waco, Texas 76707
254-752-0316 EXT 7021

From: Stedman Grigsby [mailto:stedman@thebrownstonegroup.net]
Sent: Wednesday, December 19, 2018 11:20 AM
To: Debbie King <Debbie@mowwaco.org>
Subject: Possible service

Debbie,

Thank you for assisting with this.

The property which we are looking at does not yet have a street address, but an address for a property in the vicinity is 1700 West Highway 6, Waco, TX 76712.

Please let me know if someone living in this area could receive meals.

Regards,

Stedman

Stedman Grigsby
832-367-0737 - mobile
Central Texas Senior Ministry

Nonprofit Overview

**Causes:** Food, Human Services, Meals on Wheels, Senior Centers, Seniors, Transportation Assistance

**Mission:** Central Texas Senior Ministry (Meals & Wheels) is the primary provider of nutrition and transportation services for the elderly in the City of Waco, Falls, Hill, and McLennan Counties.

**Programs:** We provide 183,392 lunches per year to homebound senior adults. Our central kitchen currently caters meals to three of the six counties in this region. The Meals on Wheels program also provides a nutritional supplement program of Ensure Plus. The second service offered by CTSM is the Senior Center program, offering a place for active older adults to go for social interaction and nutritious lunches. CTSM operates 25 senior centers in three counties, serving 2,455 unduplicated clients, serving 69,673 hot lunches to them. The centers are also the distribution point for homebound meals in the rural areas. CTSM’s third service is a multifaceted transportation system. This service provides transportation for the elderly to medical facilities, senior centers, grocery stores and social service agencies. Transportation to the regional kidney dialysis centers has become a large part of this program. We also provide public transport for anyone over 18 and below 60 on a fee basis in collaboration with the Heart of Texas Rural Public Transportation System for Falls, Hill and McLennan Counties. The third facet of transportation is a collaborative agreement with the Department of Human Services to provide transportation for Medicaid clients in three counties. CTSM’s transit program provided 63,645 trips in 2004.

Community Stories

6 Stories from Volunteers, Donors & Supporters

Promote This Nonprofit

Claim This Nonprofit

EIN: 74-1776447

(254) 752-0316

P.O. Box 85
Waco
TX 76703 USA

http://www.seniormin...
Required Third Party Reports

Be advised that all third party reports will be posted on the Department's website along with the Application.

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Astex Environmental Services
   - Date of Report: 2/28/2019
   - Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive 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.
   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - Documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [http://www.tdhca.state.tx.us/program-services/environmental/index.htm](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
   - A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: 
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Valbridge Property Advisors / The Gerald A. Teel Company, Inc.
   - Date of Report: 2/28/2019
   - Development Site Location:
     - Longitude: -97.216866
     - Latitude: 31.521674

4. **Property Condition Assessment (PCA)**
   - Prepared by: n/a
   - Date of Report: n/a

5. **Appraisal**
   - Prepared by: n/a
   - Date of Report: n/a

6. **Site Design and Development Feasibility Report**
   - Prepared by: Burgess & Niple, Inc.
   - Date of Report: 3/1/2019
**MARKET ANALYSIS SUMMARY 2019**

<table>
<thead>
<tr>
<th>Provider: Valbridge Property Advisors</th>
<th>Date: 3/6/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact: David Magnuson/Tim Treadway</td>
<td>Phone: 713-467-5858</td>
</tr>
<tr>
<td>Development: Residences at Lake Waco</td>
<td>Target Population: Senior</td>
</tr>
<tr>
<td>Site Location: 1700 W Highway 6</td>
<td>City: Waco</td>
</tr>
<tr>
<td>Site Coordinates: -97.216866, 31.521674</td>
<td>County: McLennan</td>
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**Definition of Elderly Age:** 65

**CENSUS TRACTS**

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<th>Tract ID</th>
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<tr>
<td>483090010.00</td>
<td>483090011.00</td>
</tr>
</tbody>
</table>
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). If a tie still persists, 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”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

Is Site in Region 11 or 13?  No  Poverty Rate = 3.8  
Yes  Poverty Rate is less than 15.629.

Is Site in Region 11?  No  Poverty Rate = NA  
No  Applicable Poverty Rate = NA  
Applicable Poverty Rate is less than 15.629.

Is Site in Region 13?  No  Poverty Rate = NA  
No  Applicable Poverty Rate = NA  
Applicable Poverty Rate is less than 15.629.

Rent Burden Rank = 2112  (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:  -97.216866
Development Latitude:  31.521674
Target Population:  Elderly
Closest Development serving same Population:  The Reserve at Dry Creek
Application Number:  16115
Address:  900 Block of North Old Temple Road, Hewitt, 76643
Year of Award:  2016

2/28/2019
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application.pdf
July 8, 2019

Ms. Elizabeth Henderson
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, Texas 78711-3941

Re: #19063 Residences at Lake Waco, 9% HTC Application Deficiency

Dear Elizabeth:

The following explanations are offered in response to your request for additional information on application #19063 Residences at Lake Waco, in Waco, TX.

1. Development Owner Certification: Please submit the revised version (dated 2/13/19) of the exhibit. We believe that the Certifications submitted with the Application should be sufficient. The change was made two weeks before the Application due date, which isn’t enough time to implement given that signature page (with notary required) had already been sent out to multiple different parties. Furthermore, the actual change in the certification was to remove an indemnification clause that did not apply to HTC developments. Therefore, the certification provided with the Application exceeds the requirements. However, despite the holiday, we were able to gather the necessary signatures, so the revised certifications have been provided herein.

Applicant Eligibility Certification: Although not requested as part of this deficiency, we are providing updated Applicant Eligibility Certifications as well, since the ones included at App were the older version.

2. Tab 17, Development Narrative – The narrative didn’t describe anything about possible services or any other special things about the development. It was only one line. Add more details so that we will know more about what your development will offer.

We followed the instruction provided on page 27 the MF Procedures Manual which states “Unless there are unusual aspects of the Development, the narrative should be one sentence, such as a statement that the Development is a fee simple, garden style apartment complex that is typical for the Target Population.” There is nothing unusual about this development.

3. Tab 22, Flood mitigation was not mentioned on the Site Plan. Is it because there will be no buildings in the flood-prone area? Just clarify, no need to alter the Site Plan at this point.

Correct. As indicated on the checklist at Tab 22, flood mitigation is not applicable (copy of checklist included herein for your convenience). The site plan shows the boundaries of Zone X, which is where all of the buildings are to be located. Zone X is outside the floodplain.

4. Tab 22, Site Plan – I was unable to locate a symbol identifying the accessible route. Indicate the symbol.
All paths are accessible and are marked with a line with intermittent dots (copy of the originally submitted site plan include herein for your convenience – zoom in for detail).

5. Tab 22, Building Plans – No accessible units were identified on the building plans. They are marked on the Site Plan but not in the building plans. Please clarify.
   The checklist on Tab 22 indicates that the ADA units are only required to be labeled on either the site plan or the building plans (copy checklist included herein for your convenience).

6. Tab 22, Building Plans – Is the common area inclusive of the breezeways. This measurement is noted on the building plans. Please clarify.
   Yes, the common area is inclusive of the breezeways.

7. Tab 22 Common Building - The plan of the common building didn't have each space labeled with its function. Update the common building plan.
   The instructions/checklist did not specify room labels as a requirement. A furniture layout was included which we believe indicates the use of the rooms; however, as requested, labels have been added to the attached club house floor plan.

8. Tab 23, Building/Unit Type Configuration – Building II was not put on the form. Add Building II to the form.
   Revised form included herein.

9. Tab 25, Utility Allowance – The effective date on the utility allowance evidence is different from the effective date entered on the exhibit form. Revise as appropriate.
   Revised form included herein.

10. Tab 36, Sponsor Characteristics – There was no description of the HUB’s experience in the housing industry. Provide the description.
    There was a text box with that information that for some reason didn’t copy over when the final PDF Application was assembled. See attached file with the comment box (time stamped 02/28/19 10:43 PM).

11. Tab 39, Previous Participation – The email addresses for two members of the HUB's structure were left off their forms. Enter the addresses.
    Revised forms included herein.

12. Tab 45, Credit Limit, Pt. 1 – The suffix on the name of the general partner is different from the one used on the org chart and other documents. Revise the incorrect exhibit.
    Revised form included herein.

We believe that the enclosed documentation successfully corrects all items listed in the notice dated Wednesday, July 3, 2019. We would appreciate acknowledgement of receipt and to know the status the response upon your review. Please contact me with any additional questions.

Sincerely,

Jeremy Mears
Applicant/Developer

enclosures
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)(l) 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)

- [x] 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)*

- [x] 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):
  - [ ] in a census tract with a poverty rate above 40% for individuals (or 55% for Developments in regions 11 and 13);
  - [ ] in a census tract (or for any adjacent census tract with a boundary less than 500 feet from the proposed Development Site that is not separated from the Development Site by a natural barrier such as a river or lake, or an intervening restricted area, such as a military installation) in an Urban Area and the rate of Part I violent crimes is greater than 18 per 1,000 persons (annually) as reported on neighborhoodscout.com;
  - [ ] is located within 1,000 feet of a blighted or abandoned area as further described in §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

JEREMY MEARS
Printed Name

MANAGER OF GP
Title

7/8/19
Date

THE STATE OF Louisiana

COUNTY OF Ouachita

Before me, a notary public, on this day personally appeared JEREMY MEARS, 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 8th day of July, 2019

(Seal)

Notary Public Signature

Page 9 of 9

February 13, 2019
2019 REVISED Development Owner's Certification

By:

[Signature]

Printed Name

Jeremy Means

Title

Manager of GP

Date

7/8/19

THE STATE OF Louisiana

COUNTY OF Ouachita

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

Jeremy Means

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 8th day of July, 2019

(Seal)

[Notary Public Signature]
2019 REVISED Applicant Eligibility Certification

By: 

Signature of Authorized Representative

JEREMY MEARS

Printed Name

MANAGER OF GP

Title

7/8/19

Date

THE STATE OF Louisiana

COUNTY OF Ouachita

Before me, a notary public, on this day personally appeared JEREMY MEARS, 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 8th day of July, 2019

(Seal)

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: [Signature]
Signature of Authorized Representative

Mia Means
Printed Name

Manager of GP
Title

7/8/19
Date

THE STATE OF Louisiana

COUNTY OF Ouachita

Before me, a notary public, on this day personally appeared Mia Means, 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 8th day of July, 2019

(Seal)

Notary Public Signature

Page 6 of 6
February 13, 2019
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

Madison Harris

Printed Name

Member

Title

5/26/19

Date

THE STATE OF Texas

§

COUNTY OF Tarrant

§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 2019

(Seal)

DON J NAVARO
Notary Public
Notary ID # 130920672
My Commission Expires December 2, 2020

(Seal)

Notary Public Signature

Don J. Navaro
2019 REvised Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Evon Harris

Printed Name

Member

Title

5/26/19

Date

THE STATE OF _______ $

Tarrant $

COUNTY OF _______ $

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 36th day of May, 2019

(Seal)

DON J NAVARDO
Notary ID 130920672
My Commission Expires December 2, 2020

Notary Public Signature

DON J. NAVARDO

Page 6 of 6

February 13, 2019
2019 REVISED Applicant Eligibility Certification

By:

Signature of Authorized Representative

Travis Harris

Printed Name

Member

Title

5/28/19

Date

THE STATE OF Texas

COUNTY OF Tarrant

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of May, 2019

(Seal)

Notary Public Signature

Page 6 of 6

February 13, 2019
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.

2/28/2019
**UNIT MATRIX:**

<table>
<thead>
<tr>
<th>UNIT DESIGNATION</th>
<th>NO.</th>
<th>NET AREA (PER UNIT)</th>
<th>TOTAL PROJ.</th>
<th>GROSS AREA (PER UNIT)</th>
<th>TOTAL PROJ.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 1-BED / 1-BATH</td>
<td>80</td>
<td>677 S.F.</td>
<td>54,160 S.F.</td>
<td>750 S.F.</td>
<td>60,000 S.F.</td>
</tr>
<tr>
<td>B-HC 2-BED / 2-BATH</td>
<td>2</td>
<td>978 S.F.</td>
<td>1,956 S.F.</td>
<td>1,050 S.F.</td>
<td>2,100 S.F.</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td>114</td>
<td>86,208 S.F.</td>
<td></td>
<td>94,500 S.F.</td>
<td></td>
</tr>
</tbody>
</table>

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<td>86,208 S.F.</td>
<td></td>
<td>94,500 S.F.</td>
<td></td>
</tr>
</tbody>
</table>

**NOTES:**

- **SITE AREA:** 9.0 ACRES (12.67 UNITS PER ACRE)
- **FLOOD PLAIN:** ZONE X, ZONE X-SHADED & ZONE AE (ALL BUILDING CONSTRUCTION IN ZONE X)
- **EASEMENTS:** NONE
- **PIPESLINES:** NONE ON OR ADJACENT TO PROPERTY
- **DETENTION:** NONE
- **PARKING:**
  - REQUIRED: 1.5 SPACES (VARIANCE BEING REQUESTED)
  - PROVIDED: 1.37 SPACES
    - INCLUDES 11 ACCESSIBLE SPACES AND INCLUDES 11 VAN ACCESSIBLE SPACES
- **MOBILITY IMPAIRMENT:** 6 UNITS
- **HEARING/VISUAL IMPAIR:** 3 UNITS

**BUILDING MATRIX:**

<table>
<thead>
<tr>
<th>BUILDING DESIGNATION</th>
<th>NET AREA</th>
<th>GROSS AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 APTS. (TYPE I) 42 1-BEDS &amp; 18 2-BEDS</td>
<td>46,036 S.F.</td>
<td>62,904 S.F.</td>
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<td>2 APTS. (TYPE II) 42 1-BEDS &amp; 12 2-BEDS</td>
<td>40,170 S.F.</td>
<td>54,160 S.F.</td>
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<tr>
<td>3 CLUBHOUSE / LEASING OFFICE</td>
<td>3,154 S.F.</td>
<td>4,830 S.F.</td>
</tr>
<tr>
<td>4 MAILBOX SHELTER</td>
<td>0 S.F.</td>
<td>400 S.F.</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td>49,382 S.F.</td>
<td>123,772 S.F.</td>
</tr>
</tbody>
</table>

**RESIDENCES AT LAKE WACO**

**ARCHITECTURAL SITE PLAN (114 UNITS)**

**WACO, TEXAS**

**02/27/19**

PRELIMINARY - NOT FOR BUILDING PERMITTING OR CONSTRUCTION

© 2019, ALL RIGHTS RESERVED
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
- 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;
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- 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

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.
### 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**
- **x > 4 Units Per Building**
- **Townhome**

Development will have:
- **x Fire Sprinklers**
- **x Elevators**
- **2 # of Elevators**
- **3500 Wt. Capacity**

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

- **0 Free Paid**
- **0 Shed or Flat Roof Carport Spaces**
- **0 Free Paid**
- **0 Attached Garage Spaces**
- **137 Free Paid**
- **0 Uncovered Spaces**
- **0 Free Paid**
- **0 Structured Parking Garage Spaces**

#### Floor Composition/Wall Height:

- **100 % Carpet/Vinyl/Resilient Flooring**
- **9 Ceiling Height**
- **0 % Ceramic Tile**
- **n/a Upper Floor(s) Ceiling Height (Townhome Only)**
- **0 % Other**

#### 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)

Net Rentable Square Footage from Rent Schedule: **86,208**

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

If a revised form is submitted, date of submission: **7/8/2019**
## 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>
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<tbody>
<tr>
<td>Heating</td>
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<td>$9</td>
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<td>$4</td>
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<td>$17</td>
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<td>Electric</td>
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<td>$12</td>
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<td>$29</td>
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<td>Sewer</td>
<td>Landlord</td>
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<td>$33</td>
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<tr>
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<td>Landlord</td>
<td></td>
<td>$14</td>
<td>$14</td>
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<td></td>
<td>Waco Housing Authority 10/01/18</td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
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<td></td>
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<td>Waco Housing Authority 10/01/18</td>
</tr>
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<td>Other</td>
<td>Tenant</td>
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**Other (Describe)**

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

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Recovered 07/08/2019 - 7:22 PM - EH
MATERIAL PARTICIPATION OF HUB

As a Co-General Partner and Co-Developer, the HUB (Harris284 Team, Inc.) will be active in the development and operations of the property, corresponding frequently with Co-General Partner, Co-Developer and all Development Team members in multiple facets of pre-development, construction, lease-up and on-going operations as follows:

Assist with pre-application and application preparation process, including responses to any deficiencies or requests for information;

Assist with land acquisition by the Partnership;

Review and negotiate debt and equity proposals, final documents and closings;

Prepare development budget;

Assist in final construction specification selections;

Review Lender/Equity Investor’s construction progress reports;

Review draw submissions to Lender/Investor;

Review Partnership and General Partner accounting records;

Prepare Carryover, 10% Test, Cost Certification and interim report packages to TDHCA;

Review and direct preleasing marketing activities and lease-up activities;

Review and direct annual operating budget, provide final approval to management agent;

Review monthly detailed financials, cap-ex requests, etc. and provide approvals as necessary;

Review and assist as necessary with all correspondence between Lender, Investor, TDHCA, Management Agent, etc.

Ongoing physical inspection and oversight;

Assist auditors with preparation of annual audit and tax return and approve final submissions to IRS, Investor Limited Partner and Lender.

The President and Sole Shareholder, Evon Harris, has significant experience with TDHCA Programs as both Developer and General Partner, as evidenced by the list of developments in her previous participation exhibit.
### Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Travis Harris (Manager GP)</th>
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<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:travisharris80@yahoo.com">travisharris80@yahoo.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Grapevine, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Travis Harris</td>
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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.](true)

<table>
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<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   ![By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.](true)

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<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
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<th>HHSP</th>
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Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: Madison Harris (Manager GP)
Email Address: madisonclaire94@aol.com
City & State of Home Addr: Grapevine, TX
Applicant Legal Name: Madison Harris

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.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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Rec'd 07/08/2019 - 7:22 PM - EH
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, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Residences at Waco Ltc.</td>
<td>No</td>
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<tr>
<td>2. Residences at Waco GP, LLC</td>
<td>No</td>
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<tr>
<td>3. Mears Development and Construction, Inc.</td>
<td>Yes</td>
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<td>4. Jeremy Mears</td>
<td>Yes</td>
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<td>5. Mia Mears</td>
<td>Yes</td>
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<td>6. Harris284 Team, Inc.</td>
<td>Yes</td>
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<td>7. Evon Harris</td>
<td>Yes</td>
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<td>8. Travis Michael Harris</td>
<td>Yes</td>
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<td>9. Madison Claire Harris</td>
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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] 7/8/19  Its: [Manager of GP]

7/8/2019
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
May 1, 2019

Texas Department of Housing and Community Affairs
Attention: Marni Holloway, Director of Multifamily Finance
221 East 11th Street
Austin, TX 78701

RE: Third Party Request for Administrative Deficiency TDHCA Application #19063 Residences at Lake Waco

Dear Ms. Holloway,

This is a third-party request for administrative deficiency for Application #19063 pertaining to points claimed under §11.9(5)(e) for a development site located in an Underserved Area. The Applicant claimed the maximum points in that category; however, they do not meet all of the requirements of the rule. The QAP states the requirements for the five-point scoring category as follows:

The Development Site is located 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. (See 2019 QAP Excerpt attached- Exhibit A)

This scoring category has three requirements for the census tract that the development site is located as well as a requirement for the Place that the census tract is wholly contained. The first requirement is that the census tract has boundaries wholly in an incorporated area, and the second is that development site’s census tract and all of the contiguous census tracts have not had a Development that was awarded less than 15 years ago. The rule specifically states it only applies to Places with a population over 100,000 or more, and that requirement extends to the incorporated area, or areas that contain the census tract where the development site is located. This point was clarified in the 2017 Frequently Asked Questions regarding the scoring category for Underserved Area. (See 2017 Multifamily FAQ Attached- Exhibit B) The 2017 rule scoring category has the same requirements as the 2019 QAP rule aside from a reduced population threshold. (See 2017 QAP Excerpt attached- Exhibit C)
Q: Would a census tract that included two or more incorporated areas qualify? What constitutes "Incorporated area"?
A: A tract that straddles more than one incorporated area can qualify if both of the municipalities meet the requirements of the rule. The incorporated area is the boundary of the municipality. If part of the tract is not within those boundaries, like in the ETJ, it will not qualify.

The FAQ answer above speaks to the same situation that would apply to application #19063, where the census tract includes multiple incorporated areas. The FAQ response is that the municipalities that the census tract is in have to meet the requirements of the rule, including the requirement of the population being above the threshold. The FAQ speaks to the municipalities meeting the "requirements" of the rule, thus there are multiple requirements that apply to the municipalities. When looking at the QAP rule only two of the three requirements can apply to a municipality, the population threshold and the incorporated area that contains the census tract. Application #19063 is located in a census tract that straddles two municipalities, Waco and Woodway. (See Census Tract Map from Application #19063 attached- Exhibit D) Although Waco satisfies the population threshold, Woodway does not because it has a population of only 8,708 according to the 2019 Multifamily Site Demographics Report. Woodway as a municipality unquestionably fails to satisfy all of the requirements of the rule. Therefore, Application #19063 should be found ineligible to score five points under §11.9(5)(e).

We Sincerely appreciate your time and attention to this matter.

Respectfully,

[Signature]

Ryan Hudspeth
Manager, Belmont Development
(VII) The Development Site is located within 4 miles of a public park with a playground. (1 point)

(VIII) The Development Site is located within 15 miles of an accredited university or community college, as confirmed by the Texas Higher Education Coordination Board (“THECB”). To be considered a university for these purposes, the provider of higher education must have the authority to confer bachelor’s degrees. Two-year colleges are considered community colleges, and to be considered for these purposes must confer at least associate’s degrees. The university or community college must have a physical campus, where classes are regularly held for students pursuing their degrees, within the required distance; online-only institutions do not qualify under this item. (1 point)

(IX) Development Site is located in a census tract where the percentage of adults age 25 and older with an Associate’s Degree or higher is 27% or higher. (1 point)

(X) Development Site is within 3 miles of an indoor recreation facility available to the public. Examples include a gym, health club, a bowling alley, a theater, or a municipal or county community center. (1 point)

(XI) Development Site is within 3 miles of an outdoor, dedicated, and permanent recreation facility available to the public. Examples include swimming pools or splash pads, tennis courts, golf courses, softball fields, or basketball courts. (1 point)

(XII) Development Site is within 3 miles of community, civic or service organizations that provide regular and recurring substantive services, beyond exclusively congregational or member-affiliated activities, available to the entire community (this could include religious organizations or organizations like the Kiwanis or Rotary Club as long as they make services available without regard to affiliation or membership). (1 point)

(XIII) Development Site is in the current service area of Meals on Wheels or similar nonprofit service that provides regular visits and meals to individuals in their homes. (1 point)

(5) Underserved Area. (§§2306.6725(b)(2); 2306.127(3), 42(m)(1)(C)(ii)) An Application may qualify to receive up to five (5) points if the Development Site is located in one of the areas described in subparagraphs (A) - (G) of this paragraph, and the Application contains evidence substantiating qualification for the points. Points are not cumulative and an Applicant is therefore limited to selecting one subparagraph. If an Application qualifies for points under paragraph §11.9(c)(4) of this subsection, then the Application is not eligible for points under subparagraphs (A), (B), and (F) of this paragraph. The Application must include evidence that the Development Site meets the requirements.

(A) The Development Site is located wholly or partially within the boundaries of a colonia as such boundaries are determined by the Office of the Attorney General and within 150 miles of the Rio Grande River border. For purposes of this scoring item, the colonia must lack water, wastewater, or electricity provided to all residents of the colonia at a level commensurate with the quality and quantity expected of a municipality and the proposed Development must make available any such missing water, wastewater, and electricity supply infrastructure physically within the borders of the colonia in a manner that would enable the current dwellings within the colonia to connect to such infrastructure (2 points);

(B) The Development Site is located entirely within the boundaries of an Economically Distressed Area (1 point);
(C) The Development Site is located 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);

(D) For areas not scoring points for (C) above, the Development Site is located 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);

(E) The Development Site is located 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).

(F) The Development Site is located 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).

(G) 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).

(6) Tenant Populations with Special Housing Needs. (§42(m)(1)(C)(v)) An Application may qualify to receive two (2) points by serving Tenants with Special Housing Needs. Points will be awarded as described in subparagraphs (B) through (D) of this paragraph. Subparagraphs (B) and (C) pertain to the requirements of the Section 811 Project Rental Assistance Program (“Section 811 PRA Program”) (10 TAC Chapter 8).

(A) If selecting points under this scoring item, Applicants must first attempt to meet the requirements in subparagraph (B). If the Applicant is not able to meet the requirements in subparagraph (B), then the Applicant must attempt to meet the requirements in subparagraph (C), unless the Applicant can establish its lack of legal authority to commit Section 811 PRA Program Units in a Development. 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) of this chapter, the Application must include the information as described in clauses (i) – (iii) of this subparagraph in the Section 811 PRA Program Supplement Packet. The Department may request additional information from the Applicant as needed.

(i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided;

(ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent; AND

(iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent.
Q: Would a census tract that included two or more incorporated areas qualify? What constitutes “Incorporated area”?
A: A tract that straddles more than one incorporated area can qualify if both of the municipalities meet the requirements of the rule. The incorporated area is the boundary of the municipality. If part of the tract is not within those boundaries, like in the ETJ, it will not qualify.

Q: For the underserved area item that says "A census tract within the boundaries of an incorporated area," since the scoring item does not reference "Place," are you looking at actual city boundaries or census map city boundaries?
A: We are looking at the actual city boundaries.

Q: For the 15 year aging of existing tax credit properties, do we look at the time from the existing property award date to March 1 2017, or do we look at calendar year?
A: Look at the time-frame from the last award date, but also look at the TDHCA number. If it indicates a more recent date, then there was a more recent award. You will see these mostly with the 2006-2008 deals that got increases after Hurricane Ike.

Q: Can you please clarify points for item (C) under underserved area? An existing property in the same census tract as the proposed development will be okay for points as long as its credit award is over 15 years old--regardless whether or not it is on TDCHA’s property inventory, correct?
A: If the tract has received an award in the last 15 years and the development is still on the inventory, the tract would not be eligible for the points.

Commitment of Funding by Local Political Subdivision
Q: If a municipality grants a variance, then they write a letter stating that is for the benefit of the development. Do the exact cost savings need to be verified in such an obvious situation – e.g. – do we actually have to get bids for the savings amount in the letter, or can we just get bids and indicate the saving on the development cost schedule?
A: The city needs to state the value of their contribution in their letter, and the city could value it however they see fit. You must ensure that the reduction is included in the Application (likely in the notes section next to the applicable cost on the development cost schedule).

Q: Is there a minimum or will any amount of funding do?
A: There is no minimum amount; any amount will meet the requirements. Just be sure that an amount is included in the letter/resolution and that amount is accounted for in the Sources and Uses or the Development Cost Schedule section of the application.

Declared Disaster Area
Q: If a site is in an area that was on the 2016 DDA list does it qualify this year?
A: Not necessarily. The rule says that the declaration must have been made within two of years of the submission date. Counties included in declarations made up to March 1, 2014 would have been fine last year, but not for 2017.

Community Support from State Representative
Q: Can you tell me whether a letter from a state rep that resigns a day after the pre-application is due will be accepted?
A: It is recommended in the rule that you not submit the letter early. However, since you are aware that the Representative will be leaving office, you may go ahead and get the letter and send it prior to or with your application. If you are unable to secure a letter, you may submit a request for a waiver of the deadline prior to or with your application.
(E) A census tract within the boundaries of an incorporated area and all contiguous census tracts for which neither the census tract in which the Development is located nor the contiguous census tracts have received an award or HTC allocation within the past 15 years and continues to appear on the Department’s inventory. This item will apply in cities with a population of 300,000 or more, and will not apply in the At-Risk Set-Aside (5 points).

(7) Tenant Populations with Special Housing Needs. (§42(m)(1)(C)(v)) An Application may qualify to receive up to two (2) points by serving Tenants with Special Housing Needs.

In order to qualify for points, Applicants must agree to set-aside at least 5 percent of the total Units for Persons with Special Needs. The units identified for this scoring item may not be the same units identified for Section 811 Project Rental Assistance Demonstration program. For purposes of this subparagraph, Persons with Special Needs is defined as households where one individual has alcohol and/or drug addictions, Colonia resident, Persons with Disabilities, Violence Against Women Act Protections (domestic violence, dating violence, sexual assault, and stalking), persons with HIV/AIDS, homeless populations, veterans, wounded warriors (as defined by the Caring for Wounded Warriors Act of 2008), and farmworkers. Throughout the Compliance Period, unless otherwise permitted by the Department, the Development Owner agrees to affirmatively market Units to Persons with Special Needs. In addition, 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. After the initial twelve-month period, the Development Owner will no longer be required to hold Units vacant for Persons with Special Needs, but will be required to continue to affirmatively market Units to Persons with Special Needs.

(8) Proximity to the Urban Core. A Development in a City with a population over 300,000 may qualify for points under this item. The Development Site must be located within 4 miles of the main City Hall facility if the population of the city is more than 500,000, or within 2 miles of the main City Hall facility if the population of the city is 300,000 - 500,000. The main City Hall facility will be determined by the location of regularly scheduled City Council, City Commission, or similar governing body meetings. Distances are measured from the nearest property boundaries, not inclusive of non-contiguous parking areas. This scoring item will not apply to the At-Risk Set-Aside. (5 points)

(d) Criteria promoting community support and engagement.

(1) Local Government Support. (§2306.6710(b)(1)(B)) An Application may qualify for up to seventeen (17) points for a resolution or resolutions voted on and adopted by the bodies reflected in subparagraphs (A) - (C) of this paragraph, as applicable. The resolution(s) must be dated prior to Final Input from Elected Officials Delivery Date and must be submitted to the Department no later than the Final Input from Elected Officials Delivery Date as identified in §11.2 of this chapter. Such resolution(s) must specifically identify the Development whether by legal description, address, Development name, Application number or other verifiable method. In providing a resolution a municipality or county should consult its own staff and legal counsel as to whether such resolution will be consistent with Fair Housing laws as they may apply, including, as applicable, consistency with any Fair Housing Activity Statement-Texas (“FHAST”) form on file, any current Analysis of Impediments to Fair Housing Choice, or any current plans such as one year action plans or five year consolidated plans for HUD block grant funds, such as HOME or CDBG funds. Once a resolution is submitted to the Department it may not be changed
CT entirely within incorporated area of Waco and Woodway and site within city over 100K

Lake Waco is a reservoir located within the city limits of Waco, in McLennan County, Texas.
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