2019 Multifamily Uniform Application
2019 HTC
Full Application

Part 1 Tab 1a

Application Certification

(Part 1 Tab 1b required for 4%Tax Exempt Bond Developments only)
2019 Multifamily Uniform Application Certification

Development Name: Provision at Patriot Parkway

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 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.

<table>
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<tr>
<th>Provision at Patriot Parkway, LP</th>
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<tr>
<td><strong>Applicant Entity Name</strong></td>
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<td><strong>By:</strong></td>
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<td><strong>Signature of Authorized Representative</strong></td>
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<td>Ryan Combs</td>
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<td><strong>Printed Name</strong></td>
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<td>Authorized Representative</td>
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<td><strong>Title</strong></td>
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Sworn to and subscribed before me on the 18th day of February, 2019, by Ryan Combs

(Personalized Seal)

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428

Notary Public Signature
Texas
Notary Public, State of
Dallas
County of
10-10-2021
My Commission Expires:
2-18-2019
Date

2/13/2019
2019 HTC Full Application

Part 1 Tab 2

Development Owner Certification, Acknowledgement, and Consent
Certification, Acknowledgement, and Consent of Development Owner- 10 TAC §11.204(1)

The Certification, Acknowledgement, and Consent of Development 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 (or any similar agreement resulting from negotiations regarding noncompliance)
- 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
- 10 TAC §11.901(16) - Unused Credit or Penalty Fee

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

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

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov’t Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

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

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

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

This Application and all materials submitted to the Department constitute records of the Department subject to Tex. Gov’t Code, Chapter 552. All persons who have a property interest in the Application, along with all plans and third-party reports, acknowledge that the Department may publish them on the Department’s website, release them in response to a request for public information, and make other use of the information as authorized by law. This includes all Third Party reports, which will be posted in their entirety on the Department’s website, as they constitute a part of the Application. The Application is in compliance with all requirements related to the eligibility of an Applicant, Application and Development as further defined in 10 TAC §§11.101 and 11.202 of the Qualified Allocation Plan. Any issues of non-compliance have been disclosed.

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

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

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

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

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

The Development Owner will establish a reserve account consistent with Tex. Gov’t Code §2306.186, and as further described in §11.302(d)(2)(I) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

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

The Development Owner agrees to implement a plan to use Historically Underutilized Businesses (HUB) in the development process consistent with the Historically Underutilized Business Guidelines for contracting with the State of Texas. The Development Owner will be
required to submit a report of the success of the plan as part of the cost certification documentation, in order to receive IRS Forms 8609 or, if the Development does not have Housing Tax Credits, release of retainage.

The Applicant will attempt to ensure that at least 30% of the construction and management businesses with which the Applicant contracts in connection with the Development are Minority Owned Businesses as further described in Tex. Gov’t Code §2306.6734.

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

**Accessibility Requirements**

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

The Development Owner understands that regardless of building type, all Units accessed by the ground floor or by elevator (“affected units”) must meet the requirements at 10 TAC §11.101(b)(8)(B).

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

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

_____ The Applicant returned a full credit allocation after the Carryover Allocation deadline required for that allocation and is subject to the Unused Credit or Penalty Fee pursuant to §11.901(16) of the Qualified Allocation Plan.

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

- [ ] 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.* Site is located within 500 ft of RR track; however, Applicant will perform noise assessment and sound mitigation as required by 11.101(a)(2)(E)(ii)

- ___ 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.

- [X] 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, 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

Ryan Combs

Printed Name

Authorized Representative

Title

Date

THE STATE OF Texas

COUNTY OF Dallas

Before me, a notary public, on this day personally appeared Ryan Combs, 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 18 day of February 2019

(Seal)

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428

Notary Public Signature
This Development is located within 500 ft of an active railroad track. In accordance with the 2019 QAP, please find the following certification that certifies that the Applicant has engaged a qualified Third Party to perform a noise assessment and the Applicant commits to perform sound mitigation in accordance with HUD standards as if they were directly applicable to the Development.
Provision at Patriot Parkway

The Development Site is located within 500 feet of active railroad tracks. Per Section 11.101(a)(2)(E)(ii), the Applicant has engaged a qualified Third Party to perform a noise assessment and the Applicant commits to perform sound mitigation in accordance with HUD standards as if they were directly applicable to the Development.

Ryan Combs

2/15/19
Date
2019 HTC
Full Application

Part 1 Tab 3

Applicant Eligibility Certification
10 TAC §11.202 of the Qualified Allocation Plan identifies situations in which an Application or Applicant may be ineligible for Department funding. Applicants must provide disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action taken and accepted by the Department or mitigating factors to be considered. Documentation should be attached behind this tab.

Disclosure of all potential instances of ineligibility, along with evidence of appropriate corrective action is included behind this tab.
Applicant Eligibility Certification

All defined terms used in this certification and not specifically defined herein have the meanings ascribed to them in Chapter 2306 of the Tex. Gov't Code, §42 of the Internal Revenue Code, and § 11.1(d) of the Qualified Allocation Plan.

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

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

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

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

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

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

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

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

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

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

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

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

Neither Applicant nor any other member of the Development Team is in violation of a state revolving door or other standard of conduct or conflict of interest statute, including §2306.6733 of the Tex. Gov’t Code, or a provision of Chapter 572 of the Tex. Gov’t Code, that would prohibit the Person from participating in the Application in the manner and capacity they are participating.
Neither Applicant nor any other member of the Development Team has previous Contracts or Commitments that have been partially or fully de-obligated during the twelve (12) months prior to the submission of the Application and through the date of final allocation due to a failure to meet contractual obligations, and the Person is not on notice that such de-obligation results in ineligibility under 10 TAC Chapter 11.

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

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

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

The Applicant will not violate §2306.1113 of the Tex. Gov’t Code relating to Ex Parte Communication and further explained in §11.202(2)(A) of the Qualified Allocation Plan.

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

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

All the instances in which any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction, that
has terminated voluntarily or involuntarily within the past ten years or is negotiating to terminate their relationship with any other affordable housing development have been fully disclosed pursuant to §11.202(1)(M) of the Uniform Multifamily Rules. Applicant understands that failure to disclose is grounds for termination.

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

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

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

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

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

Ryan Combs
Printed Name

\(\underline{\text{Authorized Representative}}\)
Title

2/13/19
Date

THE STATE OF Texas
COUNTY OF Dallas

Before me, a notary public, on this day personally appeared Ryan Combs, 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 18 day of February, 2019

(Seal)

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: ________________________________
   
   Signature of Authorized Representative

Michael Gardner
   
   Printed Name

Authorized Representative

Title

2/18/2019

Date

THE STATE OF Texas

COUNTY OF Dallas

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of February 2019

(Seal)

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428

Notary Public Signature
By:  

Natalie Combs  
Signature of Authorized Representative

Natalie Combs  
Printed Name

Authorized Representative

Title

2/21/19

Date

THE STATE OF Texas

COUNTY OF Dallas

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of February, 2019

(Seal)

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428

Notary Public Signature
By: [Signature of Authorized Representative]

Ava Goldman

Printed Name

Manager

Title

2/22/19

Date

THE STATE OF Missouri

COUNTY OF St. Louis

Before me, a notary public, on this day personally appeared Ava Goldman, 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 22 day of Feb 19

(Seal)

RAJAYE T. SMITH
Notary Public, Notary Seal
State of Missouri
Cape Girardeau County
Commission # 17837284
My Commission Expires 03-12-2021

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

______________________________

Printed Name

______________________________

Title

______________________________

Date

THE STATE OF Missouri

COUNTY OF St. Louis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of Feb, 19

(Seal)

RAJAYE T. SMITH
Notary Public, Notary Seal
State of Missouri
Cape Girardeau County
Commission # 17837284
My Commission Expires 03-12-2021

Notary Public Signature
2019 HTC
Full Application

Part 1 Tab 4

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

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

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

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

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

1. Applicant Contact Information
   - **Name:** Ryan Combs  
   - **Phone:** (512) 983-0422  
   - **Email:** rcombs@gardnercapital.com  
   - **Mailing Address:** 2501 N. Harwood St., Ste 1520
     - **Street:**  
     - **City:** Dallas  
     - **State:** TX  
     - **Zip:** 75201

2. Second Contact
   - **Name:** Alyssa Carpenter  
   - **Phone:** (512) 789-1295  
   - **Email:** ajcarpen@gmail.com

3. Consultant Contact (if applicable)
   - **Name:** Alyssa Carpenter  
   - **Phone:** (512) 789-1295  
   - **Mailing Address:** 1305 E 6th, Ste 12
     - **Street:**  
     - **City:** Austin  
     - **State:** TX  
     - **Zip:** 78702

2/25/2019
2019 HTC
Full Application

Part 1 Tab 6

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

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

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<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
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<tr>
<td>Unit and Development Features</td>
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<td>Sponsor Characteristics</td>
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High Quality Housing Total: 17

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

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<tr>
<td>Income Levels of Tenants</td>
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<tr>
<td>Rent Levels of Tenants</td>
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<td>Resident Services</td>
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<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
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<td>Underserved Area</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
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<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
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Serve and Support Texans Most in Need Total: 48

#### Criteria Promoting Community Support and Engagement

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<td>Commitment of Development Funding by Local Political Subdivision</td>
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<td>Declared Disaster Area</td>
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<td>Quantifiable Community Participation</td>
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<td>Community Support from State Representative</td>
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<td>Input from Community Organizations</td>
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<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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Community Support and Engagement Total: 11

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

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<td>Cost of Development per Square Foot</td>
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<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
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<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
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<td>Historic Preservation</td>
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<td>Right of First Refusal</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
</tbody>
</table>

Efficient Use of Limited Resources and Applicant Accountability Total: 43

Point Deductions

Total Application Self Score: 119

2/25/2019
1. **Development Address (All Programs)**

   N Side of Hwy 67, W of Patriot Pkwy.  
   
   **Address**  
   **City**  
   **ETJ?**  
   **No**  

   **Region**  
   **Zip**  
   **County**  
   **Rural/Urban**  

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

   48251130408  
   **Census Tract Number**  
   **No**  
   **Median Household Income:**  
   **55182.00**  
   **Quartile:**  
   **3q**  
   **Poverty Rate:**  
   **7.9**  

3. **Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]**

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

   **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))

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

   **X**  
   The site is not located in a county with a population that exceeds one million.

   **X**  
   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.

   **X**  
   The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:

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

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

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

   Development Site is appropriately zoned?  
   **No**  
   **Zoning Designation:**  
   **Commercial**  

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

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

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

   Confirm the following supporting documents are provided behind this tab.

   **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.

   **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.**

---

2/25/2019

    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>X through X</td>
<td>2016</td>
</tr>
<tr>
<td>Venus Primary School</td>
<td>PK through 1</td>
<td>Yes</td>
</tr>
<tr>
<td>Venus Elementary School</td>
<td>2 through 5</td>
<td>Yes</td>
</tr>
<tr>
<td>Venus Middle School</td>
<td>6 through 8</td>
<td>Yes</td>
</tr>
<tr>
<td>Venus High School</td>
<td>9 through 12</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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)]

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]**

    - Applicant requests waiver of rules.
    - Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
      - Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
      - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
Site Information Form Part I
**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](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
- [NA] For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included
- [NA] 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**
- [NA] Information is included in the ESA.
- [NA] Information is included behind this tab.

Go to [https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx](https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx) and

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

**Site and Neighborhood Standards (New Construction Direct Loan Only)**
- [NA] 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.
- [NA] DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

2/25/2019
Educational Quality (all Applications)

- School Attendance Zone Map with Development labeled;
- 2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies); and
- NA Neighborhood Risk Factors Report ("NRFR") if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year (or 2017 if the Hurricane Harvey Provision applies).

Waiver of Rules

- NA The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant
- 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.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
Provision at Patriot Parkway
Street Map
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Provision at Patriot Parkway

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution
This Tab is Not Applicable
Supporting Documents:
Evidence of Zoning
February 8, 2019

Ryan Combs
Gardner Capital
2501 North Harwood Street, Suite 1520
Dallas, Texas 75201

Re: Zoning Change Application—A 5.945+ acre tract of land located at the NW Quadrant of Patriot Parkway and Highway 67, City of Venus, Johnson County, Texas (the “Survey Attached”)

Dear Mr. Combs:

The City of Venus understands that Provision at Patriot Parkway, LP, the Applicant for rezoning for the 5.945+ acre tract of land listed above, is in the process of seeking appropriate zoning for your proposed 100 unit multi-family housing development in Venus, Texas, to be named Provision at Patriot Parkway. We have received your initial rezoning application and your release letter agreeing to hold the City of Venus harmless in the event that the appropriate zoning is denied for any reason.

Respectfully,

M. Boese
City Administrator
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
FEMA Flood Map

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

Source: FEMA NFHL, USGS NHL, ESRI

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

PEI Project No: 201901030

Copyright ©2016 Phase Engineering, Inc.

USGS The National Map: National Boundaries Dataset, SDEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information, U.S. Coastal Relief Model Data refreshed October 2018.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Farmland Designation
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Direct Loan
Site and Neighborhood Standards
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Educational Quality
VENUS ISD

Texas School District Locator

Find
Venus ISD

VENUS ISD
Our facilities...

Visitors are welcome at any of our campuses, however it is best to call ahead to arrange your visit with the campus administrators. To ensure the safety of our staff and students we require all visitors to register with the front office of the campus each time you visit. You will need to present your drivers license or state identification card so we can verify your identify and run a records check in the RAPTOR system.
District Administration

100 Student Drive
Venus, TX 76084

Departments housed:
- Administration (/administration.html)
- Business Department (/business-department.html)
- Human Resources (/human-resources.html)
- Special Education (/special-education.html)

Technology Center

303 W. 3rd Street
Venus TX 76084

Department housed:
- Technology Department (/technology.html)
- Childcare Learning Center (/childcare-learning-center.html)

Services Complex

401 Hickory Street
Venus, TX 76084

Departments Housed:
- Transportation (/transportation.html)
- Maintenance Department (/maintenance.html)
- Food & Nutrition Services (/food-nutrition-services.html)
### Texas Education Agency

#### 2018 Accountability Ratings Overall Summary

**VENUS PRI (126908102) - VENUS ISD**

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<tr>
<td>Graduation Rate</td>
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<td></td>
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<tr>
<td>School Progress</td>
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<tr>
<td>Academic Growth</td>
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<td>Closing the Gaps</td>
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**Notes:**
- This campus is paired with VENUS EL (126908101)

### Distinction Designations

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<td>Science</td>
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<tr>
<td>Social Studies</td>
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<td>Comparative Academic Growth</td>
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<tr>
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<td>Comparative Closing the Gaps</td>
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Texas Education Agency
2018 Accountability Ratings Overall Summary
VENUS EL (126908101) - VENUS ISD

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**Distinction Designations**
- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not 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

**VENUS MIDDLE (126908041) - VENUS ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>78</td>
<td>78</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>41</td>
<td>73</td>
<td>Met Standard</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>81</td>
<td>81</td>
<td>Met Standard</td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>67</td>
<td>72</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 75.9%)</td>
<td>41</td>
<td>81</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>38</td>
<td>72</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

- **ELA/Reading**: Earned
- **Mathematics**: Not Earned
- **Science**: Not Earned
- **Social Studies**: Earned
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Not Earned
<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
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</tr>
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<tbody>
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<td>78</td>
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<td></td>
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<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>46</td>
<td>74</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>48</td>
<td>80</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>95</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>62</td>
<td>69</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 67.8%)</td>
<td>47</td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>47</td>
<td>74</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

**Distinction Designations**

- ELA/Reading: Not Earned
- Mathematics: Earned
- Science: Not Earned
- Social Studies: Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Waiver of Rules
This Tab is Not Applicable
2019 HTC Full Application

Part 2 Tab 9

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

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

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

- The census tract has a median household income in the third quartile within the region, and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

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

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

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

### Application is seeking points for Opportunity Index

| Total Points Claimed: | 7 |

**If necessary, provide a brief summary of how the Development Site is justifying the points selected:**

2/25/2019
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 (3 points);
- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);
- Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);
- An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

**Application is seeking points for Underserved Area**

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

**Total Points Claimed:** 2

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.

**Application is seeking points for Proximity to the Urban Core**

**Total Points Claimed:** 0

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

- Region: 3 Urban
- 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 Plan**

**Total Points Claimed:** 0

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

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

**Application is seeking points for Declared Disaster Area**

**Total Points Claimed:** 10

2/25/2019
6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

NA  Application meets all of the following requirements:

- Application is for a proposed Development located in a county declared by FEMA to be eligible for individual assistance within two years preceding December 1, 2018.

- Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2019.

- Application includes acknowledgement from all lenders and the syndicator of the required closing date.

- Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2019.

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

- Application includes a DETAILED narrative description of each piece of evidence provided that is not specifically requested and how that evidence proves that the Applicant will have appropriate zoning at award and will close all financing and fully execute the construction contract on or before the last business day of November, 2019.

- Applicant understands that failure to close all financing and/or fully execute the construction contract on or before the last business day in November, 2019 will result in penalty under 10 TAC §11.9(f), as determined solely by the Board.

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 2 Tab 10

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Document/Website</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Opportunity Index (Competitive HTC and Direct Loan Only)</strong></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract boundaries with evidence of no physical barriers between the tracts.</td>
</tr>
<tr>
<td><strong>Map(s) of Community Assets with Development, radius, and each asset labeled</strong></td>
<td></td>
</tr>
<tr>
<td><strong>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</strong></td>
<td></td>
</tr>
<tr>
<td><strong>For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>NOTE:</strong> Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the community.</td>
<td></td>
</tr>
<tr>
<td><strong>Print-out from DFPS website confirming daycare licensed to serve relevant age groups</strong></td>
<td><a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp</a></td>
</tr>
<tr>
<td><strong>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</strong></td>
<td><a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a></td>
</tr>
<tr>
<td><strong>Print-out from THECB website confirming accreditation of university or community</strong></td>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td><strong>Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>For Colonia:</strong></td>
<td></td>
</tr>
<tr>
<td>Evidence from Attorney General of Colonia boundaries; and</td>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
<td></td>
</tr>
<tr>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river boundary</td>
<td></td>
</tr>
<tr>
<td><strong>For Economically Distressed Areas:</strong></td>
<td></td>
</tr>
<tr>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
<td><a href="http://www.twdb.texas.gov/financial/programs/EDAP/index.asp">http://www.twdb.texas.gov/financial/programs/EDAP/index.asp</a></td>
</tr>
<tr>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
<td></td>
</tr>
<tr>
<td><strong>For other items:</strong></td>
<td></td>
</tr>
<tr>
<td>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</td>
<td><a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td></td>
</tr>
<tr>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.</td>
<td></td>
</tr>
<tr>
<td>Map with all contiguous census tracts, if applicable.</td>
<td></td>
</tr>
<tr>
<td><strong>Proximity to Urban Core (Competitive HTC Only)</strong></td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

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

x Declared Disaster Area:

x 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

x 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.

n/a Readiness to Proceed

x 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.
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
Census tract 48251130408 has a median household income within the 3rd quartile of the region with a poverty percentage of less than 20%. The census tract is contiguous to census tract 48139060803 in the 2nd quartile with no physical barriers in between, and the Development Site is no more than 2 miles from the boundary.
Census Tract Map
Provision at Patriot Parkway

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2019. The 2019 designations use data from the 2010 Decennial census and three releases of 5-year tabulations from the American Community Survey (ACS): 2013-2017, and 2012-2016. The designation methodology is explained in the Federal Register notice published October 22, 2018.

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
## Provision at Patriot Parkway
### Opportunity Index Amenities

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Multi-use Hike &amp; Bike Trail</td>
<td>Patriot Pkwy &amp; Washington Way</td>
<td>Venus</td>
<td>76084</td>
<td>.19</td>
</tr>
<tr>
<td>VI</td>
<td>VISD Childcare Learning Center</td>
<td>303 W. 3rd St.</td>
<td>Venus</td>
<td>76084</td>
<td>1.15</td>
</tr>
<tr>
<td>XI</td>
<td>Venus Civic Center</td>
<td>210 S. Walnut St.</td>
<td>Venus</td>
<td>76084</td>
<td>.96*</td>
</tr>
<tr>
<td>XII</td>
<td>Fielder Park</td>
<td>204 E. 6th St.</td>
<td>Venus</td>
<td>76084</td>
<td>.86</td>
</tr>
<tr>
<td>XIII</td>
<td>No Turning Back Ministry</td>
<td>106 W. 2nd St.</td>
<td>Venus</td>
<td>76084</td>
<td>.98</td>
</tr>
<tr>
<td>XIV</td>
<td>Meals on Wheels</td>
<td>Ellis and Johnson Counties</td>
<td></td>
<td></td>
<td>Svc Area</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>VII</td>
<td>Property Crime</td>
<td>8.42/1,000</td>
</tr>
</tbody>
</table>

* Distance to boundary of lot containing this facility.
Multi-use Hike & Bike Trail

Distance: 984.49 ft. = 0.186
Provision at Patriot Parkway
1-Mile Radius Map
Provision at Patriot Parkway
2-Mile Radius Map
Operation Details

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

Operation Number: 1012606
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: VISD Childcare Learning Center
Location Address: 303 W 3RD ST
Venus, TX 76084
Mailing Address: PO BOX 364
Venus, TX 76084
Phone Number: 972-366-3077
County: JOHNSON
Website Address: www.venusisd.net
Email Address: Administrator/Director Name: Tammy Nelson
Type of Issuance: Full Permit
Issuance Date: 2/8/2010
Permit Renewal Due By Date: 2/8/2020
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:45 AM-05:30 PM
Days of Operation: Monday - Friday
Total Capacity: 122
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 122
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Three Year Inspection Summary

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

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

• In the last three years, Licensing conducted the following:

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

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

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

Three Year Compliance Summary

- During the last three years, 1821 standards were evaluated for compliance at this operation.

- Of the standards evaluated 3 deficiencies were cited.

Click on the number of deficiencies to see additional details.

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

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

  2 were weighted as High
  1 was weighted as Medium - High
  0 were weighted as Medium
  0 were weighted as Medium - Low
  0 were weighted as Low

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

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

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
February 8, 2019

Ryan Combs
Gardner Capital
2501 North Harwood Street, Suite 1520
Dallas, Texas  75201

Re: City of Venus Civic Center located at 210 S Walnut Street, City of Venus TX

Dear Mr. Combs:

The Civic Center in the City of Venus located at the address above is open to the public as an indoor recreation facility. This facility is available to the public on a first come, first served basis. General fees for use of the facility are published on the City of Venus website. If you need any additional information, please feel free to call.

Respectfully,

Mike Boese
City Administrator
VENUS CIVIC CENTER 210 S WALNUT ST

For Civic Center rental inquiries, please contact us at nathand@cityofvenus.org

All rentals are subject to availability and rented on a first come, first served basis. We do not have online booking at this time.


**General fees include:**

- Data hold fee: $20 (non-refundable, due at the time of contract)
- Deposit: $200 (refundable, due at the time of contract)
- Rental Fee: $60 for first 2 hours ($25 for each additional hour)
- Allowed 1 hour before and 1 hour after the event to set up/clean up free of charge.
- Damaged or Lost Key - $25

**General Rules:** Alcohol Beverages allowed as outlined in the contract.

You are responsible for returning chairs and tables to storage area, all clean up, to include cleaning floors, bagging and taking out trash, turning off lights, heat/air, etc.

If the event entails alcoholic beverages or dancing, you must hire an off-duty Venus Police Officer for the full event.

- You must pre-pay the officer at the beginning of the event. No exceptions.

Contact Nathan Dambareanu at 972-366-3348 ext 207 or nathand@cityofvenus.org to make arrangements.

*All rental rules and fees can be found in the contract.*

The location has the following equipment:

- 8 - 6'1 round tables
- 7 - 6'1 round tables
- ~170 chairs
Fielder Park / Venus Athletics

Fielder Park – 204 E. 6th Street

Fielder Park

Playground area

Small Ball Field

Playground area

New Security Lights!

Large Pavilion

Basketball Court

Pavilions

Playground area & swings

Venus Youth Sports Association

Contact Information:
Email address: vyasbulldogs@yahoo.com
Venus Youth Sports Association – Venus, TX – powered by leanpub.com
Venus Youth Association Facebook Page

Directors:
Football – Wes Davis – Venus Youth Football VYSA – Facebook Page
Cheer – Brandi Kitchens – VYSA Cheer – Facebook Page
Basketball – Kevin Roate – VYSA Basketball
Baseball – Wesley Dady – VYSA Baseball – Facebook Page
February 15, 2019

Ryan Combs
Gardner Capital
2501 N. Harwood Street, Suite 1520
Dallas, TX 75201

RE: No Turning Back Ministry

Ryan,

No Turning Back Ministry is a 501(c)3 non-profit organization located in downtown Venus, TX. We started in 2009 born out of a prison ministry with a heart to serve men as they reintegrate into society. Most of the men and women in prison have never lived a Godly life on the outside, and they don't really understand how difficult it can be to be a Christian and not conform to the world (Romans 12:22). Currently, we lead a re-entry program for ex-offenders "How to Live a Godly life on the Outside" and we average 40-55 guys weekly. In addition, we offer regular worship services, Bible studies and weekly Alcoholics Anonymous classes available to the whole community regardless of membership, background or religious affiliation.

Thank you,

[Signature]

Jimmy and Betty Humphreos
No Turning Back Church

Sunday 10:30a - 12:30p Church
Mondays from 7:00p - 8:00p
Wednesdays - 6:00p - 8:00p

106 W Second St
Venus, TX 76084
817-266-5499
Support Group?

Our support group is like nothing you have been to before. It isn't like a church service, or like an AA/NA meeting. You don't come because you have to, you come because you want to. The people there become more of family than friends. Are you going through something? Need someone to lean on? Trying to find what God has called you to do? Have a loved one in prison? Just got out of prison? Just need something different? Come check us out.

So, what do you do in this support group?

We have fun! We talk about God, our daily struggles and help each other through whatever we are going through. We go to Rangers games, camping trips, feed the homeless in Ft. Worth, help other churches, go bowling and just show others that being a Christian doesn't have to be boring, that you can have fun without alcohol or drugs, that you can be clean and sober and remember everything you did, but still have a great time. To learn to trust people again and have people trust you. One thing we will never do in this ministry is judge anyone.

When and where do you meet?

We meet every Monday night from 6:00p-8:00p. Unfortunately at this time we do not have childcare and due to the nature of what is normally discussed in the meetings, children are not allowed. They can be distracting and might cause someone to not be able to open up to whatever is going on with them that is important. The address is 106 W Second St, Venus, TX 76084

Do you have childcare or a children's church on Sunday mornings?

Unfortunately at this time there is not childcare during the church service, but we are partnered with First Baptist Venus that is right down the street and they have graciously offered childcare for anyone who would be bringing children to the service.
This all sounds awesome! How can I help?!

There are many ways to help. You can help plan one of our many upcoming events, volunteer at our food bank, volunteer on a Wednesday to work in Ft. Worth to earn credit for our food pantry. We write to men and women all over the United States and are always needing people to write to the men and women behind bars that have family and friends who are no longer talking to them, you can become a TDCJ approved volunteer and go to worship services and bring God behind bars. None of that sound like something you can do? You can help financially, we are a donation run ministry and when the donations run out, we run out. If you would like to donate, there is a donation button on our homepage for paypal, a donation of any amount will go a long way. If you can't help financially or physically, you can pray for us. Pray that God continue to use and bless the ministry that He has given us to care for and nurture.

Contact Us

*Indicates required field

Name *

First

Last

Email *

Comment *

Submit
HEALTHY, NOURISHING MEALS
delivered by a caring volunteer

ABOUT MEALS ON WHEELS
Meals on Wheels of Johnson & Ellis Counties is a community-based, 501(c)(3) nonprofit organization that serves homebound seniors and disabled persons throughout Johnson and Ellis counties. Established in 1976, the organization currently serves more than 1,200 people a year in a two-county service area that covers more than 1,700 square miles. The philosophy of Meals on Wheels is simple. Emphasis is placed on individuals versus numbers; communities as opposed to governmental boundaries; and timely services versus waiting lists.

ABOUT US

Our Mission: Meals on Wheels of Johnson & Ellis Counties serves the children of yesterday by helping needy homebound elderly and disabled persons remain independent and healthy in their homes by providing home-delivered meals, daily personal contact, and support for individuals and their families.

Our Vision: To make a difference in the lives of the needy, homebound elderly and disabled persons throughout Johnson and Ellis counties by eliminating hunger and food insecurity.

Our Belief: Relationship, Generosity, Impact

We: Nourish Lives, Enable Independence, Care for Our Seniors

COMMUNITIES WE SERVE

Johnson County: Alvarado, Briarwood, Burleson, Cleburne, Coyote Flats, Cross Timbers, Crowley, Egan, Godley, Grandview, Joshua, Keene, Lillian, Mansfield, Rio Vista, Sand Branch, Venus

Ellis County: Alma, Avalon, Bardwell, Bristol, Ennis, Ferris, Fort Worth, Garrett, Italy, Maypearl, Midlothian, Miford, Oak Leaf, Ovilla, Palmer, Pecan Hill, Red Oak, Rockett, Sardis, Telico, Waxahachie

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Website by: OneEach Technologies

Search
VENUS, TX CRIME

67 Vital Statistics. 4 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

86

(100 is safest)

Safer than 86% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Number of Crimes</td>
<td>5</td>
<td>29</td>
<td>34</td>
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<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>1.45</td>
<td>8.42</td>
<td>9.87</td>
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NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

69

(100 is safest)

Safer than 69% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

<table>
<thead>
<tr>
<th></th>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
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<tr>
<td></td>
<td>100</td>
<td>54</td>
<td>100</td>
<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 689 in Venus

1 IN 230 in Texas
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Underserved Area
This application qualifies for 2 points for Underserved Area under the following subsection:

(D) 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);

This application is located in Census tract 48251130408. According the HTC property inventory, this tract has the following existing HTC allocations: 93013 Venus Retirement Village (1993), 97001 Crown Point Apartments (1997).

Source: US Census
Supporting Documents:
Proximity to Urban Core

NA
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

CRP Packet is uploaded along with but separate from this Application
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Declared Disaster Area
# 2019 Declared Disaster Areas

Counties Eligible under §11.9(d)(3) of the 2019 QAP as of November 5, 2018

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<tr>
<th>County</th>
<th>County</th>
<th>County</th>
<th>County</th>
<th>County</th>
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<td>Mason</td>
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<td>Hill</td>
<td>Matagorda</td>
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<td>Terry</td>
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<td>Nolan</td>
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<td>Wheeler</td>
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<td>Real</td>
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<td>Zavala</td>
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<td>Hartley</td>
<td>Loving</td>
<td>San Jacinto</td>
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</tbody>
</table>
Supporting Documents:
Readiness to Proceed
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 11

Site Information Form
Part III
### Site Information Form Part III

**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>5.945</td>
<td>5.945</td>
<td>NA</td>
<td>approx 10.75</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:

**ESA is for larger property; see appendix maps.**

---

#### 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>
</tr>
</thead>
<tbody>
<tr>
<td>HFLP, Ltd.</td>
<td>Shair Hakemy</td>
<td>2331 W. Norhwest HWY</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
<td>TX</td>
<td>75209</td>
<td>5/6/2016</td>
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</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: NA

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>CWA Patriot Land Partners, LP</td>
<td>none</td>
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</tbody>
</table>

Site Control is in the form of:

- [x] Contract for sale.
- [ ] If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- [ ] Recorded Warranty Deed with corresponding executed closing/settlement statement.
- [ ] Contract for lease.
- [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [ ] The Property has the following encumbrance(s):

**Expiration of Contract or Option:** 3/2/2020  
**Anticipated Closing Date:** 12/31/2019

---

#### 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:

2/25/2019
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- 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: ________________________________
2019 HTC
Full Application

Part 2 Tab 12

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

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
2019 HTC Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
EARNEST MONEY CONTRACT AND PURCHASE AND SALE AGREEMENT FOR REAL ESTATE (UNIMPROVED)

Gardner Capital Investment Fund, LLC, a Texas limited liability company, or its assigns (collectively the “Purchaser”), offers to purchase from HFLP LTD (the "Seller") certain real estate being a tract or tracts of land consisting of approximately 6 acres, more or less, located at the northwest corner of Highway 67 and Patriot Parkway within ABST 26 TR 15,16 R BERRY, located in The City of Venus, Johnson County, Texas, described more specifically on Exhibit “A” (the “Land”) attached hereto, together with all improvements thereon and appurtenances and hereditaments thereunto belonging (all of which is hereinafter referred to as the "Real Estate"), for the total sum of ONE MILLION FOURTEEN THOUSAND SEVEN HUNDRED SIXTY AND 00/100 ($1,014,760.00) or $3.88 per square foot of net acreage as set forth in the Survey (and further defined in Paragraph 7.2) (the "Purchase Price") of the Real Estate, subject to the following and only the following, written terms and conditions of this Earnest Money Contract and Purchase and Sale Agreement for Real Estate (this "Contract").

1. Earnest Money Deposits. Purchaser shall deposit within five (5) business days to the Escrow Agent of the Title Company (the “Escrow Agent”) the initial sum of Twenty-Five Thousand and No/00 Dollars ($25,000.00) (the “Initial Deposit”) as earnest money for this transaction (the “Initial Deposit”). Upon completion of the inspections and submission of a full tax credit application and supplemental documentation to the Texas Department of Housing and Community Affairs (“TDHCA”) and upon written notice of an allocation of tax credits, Purchaser shall deposit, to the Escrow Agent on or before August 31, 2019, the additional sum of Twenty-Five Thousand and No/00 Dollars ($25,000.00) as a second Earnest Money Deposit (the “Second Deposit”). On or before October 31, 2019, Purchaser shall deposit to the Escrow Agent, the additional sum of Twenty-Five Thousand and No/00 Dollars ($25,000.00) as a third Earnest Money Deposit (the “Third Deposit”). At the Closing, the Initial Deposit, Second Deposit, and Third Deposit (collectively, the “the Earnest Money”) shall be credited to the Purchase Price. In addition, Purchaser shall commit to, at a reasonable cost to Purchaser not to exceed $25,000.00, to provide rough grading only Seller’s remaining highway frontage property lying between Purchaser’s property and Highway 67 during the construction of the apartment complex, but in no event, concurrent with Buyer’s rough grading of Buyer’s Real Estate after Closing.
If Purchaser, in its sole discretion determines prior to August 31, 2019, not to proceed with a purchase of the Real Estate, then the Purchaser shall notify the Seller and Escrow Agent in writing that the Purchaser terminates this Contract, in which event the Purchaser shall receive a refund of the Initial Deposit, this Contract shall be automatically terminated, and the parties shall have no further obligations one to the other, except those which expressly survive. However, if the Purchaser is unable to obtain a resolution of support from City of Venus and a letter of support from the State Representative in a form acceptable to TDHCA on or before March 1, 2019, the Purchaser shall be obligated to terminate the contract by providing written notice to the Seller and Escrow Agent, in which event the Purchaser shall receive a refund of the Initial Deposit, this Contract shall be automatically terminated and all parties shall have no further obligations one to the other.

All materials furnished by Seller during Inspection Period shall be returned to Seller; and all due diligence materials, including surveys, environmental studies, geotechnical reports, and feasibility reports prepared on behalf of the Purchaser during the Inspection Period shall be provided to the Seller upon receipt of the Initial Deposit. Purchaser shall provide copies of all due diligence materials including surveys, environmental studies, geotechnical reports, and feasibility reports, all civil plans, topographical and boundary surveys prepared by or obtained by Purchaser at Purchaser expense at no cost to Seller.

1.1. **Payment on Closing.** At Closing, Purchaser shall pay to Seller the entire Purchase Price; provided that Purchaser shall receive a credit against the Purchase Price at Closing in the amount of the Earnest Money and any other credits to which Purchaser is entitled under this Contract.

2. **The Real Estate.**

2.1 It is hereby acknowledged and understood by Seller that Purchaser intends to develop the Real Estate as a residential apartment complex (hereinafter sometimes referred to as "Purchaser's Use"), and it is therefore a condition of this Contract that Purchaser must be able to determine on or before August 31, 2019 to its satisfaction, in its sole discretion, each of the following matters;

2.1.1 that all existing utilities are accessible to the Real Estate at a reasonable cost and in sufficient size and capacity to adequately serve Purchaser's Use;

2.1.2 that the environmental conditions of the Real Estate as they relate to the Purchaser's Use, including without limitation, topography, soil consistency, geotechnical analysis, floodway designation, wetlands and animal preservation issues, are satisfactory to Purchaser; and

2.1.3 that the development of Purchaser's Use upon the Real Estate is economically feasible in all respects.

2.2 It is hereby understood and acknowledged by Seller that, if Purchaser is unable to obtain satisfactory results with respect to the matters specified in Paragraph 2.1 on or before August 31, 2019, then Purchaser may, at its election, notify Seller in writing, at the place herein provided for notices, that it is dissatisfied with one or more of the matters specified in Paragraph 2.1, and that it thereby cancels and terminates this Contract, in which case neither party shall have further liability to the other arising
out of this Contract, and the Title Company shall immediately return the Initial Deposit to Purchaser. In
the event Purchaser fails to so notify Seller of its election to cancel and terminate this Contract by such
date, , then such conditions shall be deemed satisfactory to Purchaser and Purchaser shall have no right
to terminate this Contract, except for Seller’s default.

3. Reports: Due Diligence Materials. On or before five (5) days after Seller’s acceptance hereof,
Seller shall furnish to Purchaser copies of any existing environmental assessment reports, surveys,
ispections, soil/geotechnical reports or other reports relating to the Real Estate in Seller’s possession.
During the Inspection Period Purchaser shall have the right, at its expense, to obtain an environmental
Phase I assessment for the Real Estate from an environmental consulting firm reasonably acceptable to
Purchaser (the "Consultant"), the results of which shall be set forth in a report certified by the
Consultant to Purchaser.

4. Financing. It is a condition precedent to Purchaser’s obligations hereunder that Purchaser shall
receive an allocation of tax credits from the TDHCA for the development of the Real Estate, all in an
amount and upon terms and conditions acceptable to Purchaser in its sole discretion (the "Allocation").
It is hereby understood and acknowledged by Seller that if after diligent pursuit Purchaser does not
receive the Allocation, then Purchaser may cancel and terminate this Contract by notification thereof to
Seller prior to expiration of the Inspection Period, and the Title Company shall immediately return the
Initial Deposit to Purchaser in accordance to this Contract, and thereafter both parties shall be relieved
of all further obligations under this Contract. If Purchaser fails to provide notice of cancelation on or
before 5:00 p.m. Central Time, August 31, 2019, the financing condition shall be deemed to be satisfied.

5. Inspection Period. Purchaser shall have one hundred and twenty (120) days following the
execution date of the Contract (the "Inspection Period") to perform title and survey due diligence and to
compile the documents deemed necessary by Purchaser, in its sole discretion, for submittal of an
application and supporting documents including third party reports, letters, and resolutions (collectively,
the "Application") to TDHCA for an allocation of housing tax credits.

If Purchaser, in its sole discretion, determines prior to the conclusion of the Inspection Period
not to proceed with the Application, then the Purchaser shall provide written notification to the Seller
and Escrow Agent prior to 5:00 p.m., Dallas, Texas time on the last day of the Inspection Period. The
Purchaser may terminate and shall receive a refund of the Initial Earnest Money subject to the
following:

(a) If this Contract is terminated prior to end of the Inspection Period, the Initial Earnest Money
shall be returned to Purchaser.

(b) All materials furnished by Seller during the Inspection Period shall be returned to Seller upon
Purchasers receipt of the Initial Deposit.

(c) Copies of due diligence materials including surveys, environmental studies and geotechnical
reports, and feasibility reports prepared on behalf of the Purchaser during the Inspection Period shall be
provided to the Seller upon receipt of the Initial Deposit.
(d) If Purchaser fails to give Seller timely written notice that Purchaser has elected to terminate this Contract by reason of any title, survey or issues involving the Application, the Purchaser shall be deemed to have waived its right to terminate, but Purchaser retains its rights to terminate for any other reasons as set forth in other Sections of this Contract.

**Insurance Coverage.** Purchaser represents, warrants and covenants that, in making any entry onto or any intrusive or non-intrusive physical or environmental inspections of the Real Estate, Purchaser and all of Purchaser's Agents entering onto or accessing the Property shall carry not less than One Million Dollars ($1,000,000.00) comprehensive general liability insurance insuring all activity and conduct of Purchaser and Purchaser's Agents while exercising such right of inspection, entry and access. Upon request, Purchaser shall provide or cause Purchaser’s Agents to provide proof of insurance meeting the minimum amounts and requirements defined herein. The foregoing covenant of Purchaser and minimum insurance amount shall not impair, limit or reduce the scope, extent or amount of the Purchaser's Indemnity Obligations under this Agreement.

**Notice of Inspection.** Purchaser agrees that in exercising its right of access hereunder, Purchaser will use and will cause Purchaser’s Agents to use their best efforts not to interfere with Seller’s use of its adjacent property. Purchaser shall, at least 48 hours prior to inspection, give Seller notice, written or verbal, of its intention to conduct any inspections. Purchaser agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to provide Seller with a copy of any and all information, materials and data that Purchaser and/or Purchaser's Agents discover, obtain or generate in connection with or resulting from its inspection of the Real Estate.

**Restoration of Real Estate.** Purchaser shall, at its sole cost and expense, promptly restore to as close a condition as reasonably possible with respect to physical damage or alteration of the physical condition of the Real Estate that results from any inspections conducted by or on behalf of Purchaser. The provisions of this Section shall survive the termination of this Contract.

**Indemnification.** PURCHASER AGREES (WHICH AGREEMENT SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT) TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY LOSS, INJURY, DAMAGE, CLAIM, CAUSE OF ACTION, LIEN, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF A BREACH OF THE FOREGOING AGREEMENTS BY PURCHASER IN CONNECTION WITH THE INSPECTION OF THE PROPERTY, OR OTHERWISE FROM THE EXERCISE BY PURCHASER OR PURCHASER'S AGENTS OF THE RIGHT OF INSPECTION, ENTRY OR ACCESS UNDER THIS CONTRACT (COLLECTIVELY, "PURCHASER'S INDEMNITY OBLIGATIONS"). THIS SECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS CONTRACT.

6. **Purchaser's Conditions to Sale**

6.1 **Finance Contingency.** Purchaser's obligation to purchase the Real Estate is conditioned upon the Purchaser's ability to secure financing through an allocation of Housing Tax Credits (an "Award") from TDHCA. Purchaser anticipates that TDHCA will provide a notification of Award for the intended development on or before July 31, 2019 and written notification of commitment for funding on
or before August 31, 2019. If Purchaser fails to provide notice of cancelation on or before 5:00 p.m. Central Time, August 31, 2019, the Financing Contingency shall be deemed to be satisfied.

6.2 **Entitlement Contingency.** Purchaser's obligation to purchase the Real Estate is conditioned upon the Purchaser's ability to secure all state and municipal approvals (the "Entitlements") including but not limited to rezoning, variances and permits deemed necessary by the Purchaser, in its sole discretion, to develop and operate the Real Estate for Purchaser’s Use. Seller shall reasonably assist Purchaser in submitting applications required for Entitlements, but shall be under no obligation to expend any funds in so doing. If Purchaser is unable to obtain the Entitlements, Purchaser may send written notice to Seller and terminate this Contract, and receive a refund of the Earnest Money.

6.3 **Access and Utilities Contingency.** Purchaser's obligation to purchase the Real Estate is conditioned upon Purchaser confirming, prior to August 31, 2019, the following:

(a) The Purchaser's ability to obtain all rights-of-way, easements and licenses including but not limited to all ingress and egress, parking, grading, drainage, sewer and any other utility easements (the "Easements") necessary for the Purchaser to access, develop, and operate the Real Estate for Purchaser’s Use. Seller shall reasonably cooperate and assist Purchaser in securing and documenting the Easements required for Purchaser’s multifamily development, but shall be under no obligation to expend any funds in so doing.

(b) The Purchaser’s ability to extend an entrance drive and extend utilities including but not limited to electricity, water, and sanitary sewer (the "Improvements") to the Real Estate, Purchaser's ability to make connections to existing utilities (including but not limited to electricity and sanitary sewer) and Purchaser’s ability to construct Improvements to the standards and specifications required by the City, State, and/or utility providers. Seller shall reasonably cooperate and assist Purchaser in securing approvals to construct Improvements, but shall be under no obligation to expend any funds in so doing.

(c) Prior to Closing, if the Property is to be platted as a condition of Closing, Seller shall grant perpetual, non-exclusive access and utility easements over Seller's adjacent property for the benefit of the Property. Any and all access or utility easements shall be subject to Seller's reasonable approval and consent which Seller agrees will not be unreasonably conditioned, delayed or withheld. Purchaser and Seller agree to use their reasonable efforts to negotiate an agreement pertaining to the necessary access and utility easements, including the reciprocal nature of same if applicable, based on the easement concept sketches in the form Exhibit B attached hereto and made a part hereof for all purposes, or other locations permitted by the City of Venus and/or TXDOT and reasonably agreeable by Seller ("Reciprocal Easement Agreements"). If the Property is to be platted as a condition of Closing, the Reciprocal Easement Agreements shall become effective and be recorded prior to Closing (if required by Purchaser’s Lender or equity investor) at Purchaser’s expense. Purchaser will be responsible for constructing and maintaining the improvements within the easement at Purchaser’s expense. Purchaser will indemnify and hold Seller harmless from the cost and expense (including attorney’s fees) of
obtaining the rescission or vacation of any Governmental Approvals or rescinding any Reciprocal Easements if Closing does not occur

7. **Survey/Title.** Seller shall provide evidence of any existing survey and title, and Purchaser shall review the same, as follows:

7.1 Within thirty (30) days after Purchaser's receipt of the last of the Title Commitment, the exception documents and Survey, if any, Purchaser shall notify Seller in writing of any objections. If Purchaser fails to notify Seller at least ten (10) days prior to the expiration of the Inspection Period, Purchaser shall be deemed to have accepted all exceptions to title and all other matters shown on the Commitment and Survey.

7.2 Within sixty (60) days after Seller's acceptance of this Contract, Purchaser shall obtain a new staked survey of the Real Estate prepared and certified by a Registered Professional Land Surveyor (the "Survey"). The Survey shall set forth the net acreage of the Real Estate, which shall be equal to the gross acreage excluding any portion of the Real Estate lying within a flood zone, wetlands, or existing highway or public right-of-way. The net acreage shall be used to calculate the Purchase Price. The survey description shall be used in Seller's deed conveying the Real Estate to Purchaser, unless the Property is to be platted as a condition to Closing, in which case the Survey shall be revised to reflect the plat. In any event, the Survey shall be sufficient to cause the Title Company to delete the standard survey exceptions from the Title Policy described in Paragraph 7.3 below at Purchaser's expense. Upon acceptance of the Survey by parties and the Title Company, the legal description from the Survey shall automatically be substituted for Exhibit "A" attached hereto without the need for further amendment of this Earnest Money Contract and Purchase and Sale Agreement. If the Property is required to be platted or re-platted prior to Closing, the parties will cooperate with one another to do so and the resulting platted legal description shall be further substituted and be utilized at Closing.

7.3 Within thirty (30) days from Seller's acceptance of this Contract, Seller shall furnish to Purchaser a title insurance commitment, issued by the Title Company, showing the condition of Seller's title to the Real Estate and all exception documents including easements, restrictions, agreements or other matters burdening and/or benefiting the Real Estate (the "Title Commitment").

7.4 Within thirty (30) days after receipt of the later of (a) the Title Commitment (together with legible copies of all instruments noted in the Title Commitment as special exceptions, and any endorsements to the Title Commitment that Purchaser wishes to receive) and (b) the Seller's existing Survey, Purchaser shall notify Seller of any unacceptable physical or other defects therein disclosed. Seller shall have thirty (30) days after written notice from Purchaser as to Purchaser's objections, to cure or remove any such unacceptable defects, at Seller's sole cost and expense but in no event shall Purchaser respond later than one (1) business day prior to the expiration of the Inspection Period ("Seller's Cure Period"). If Seller is unable or unwilling to cure or remove such defects within said period, Purchaser may cancel and terminate this Contract upon written notice to Seller delivered to Seller before the expiration of the Inspection Period, in which event the Title Company shall immediately return the Initial Deposit to Purchaser. Seller shall be obligated to pay any amounts
identified on Schedule C of the Title Commitment necessary to cause the removal at or before Closing of all monetary liens, mortgages, security instruments and UCC financing statements. If Purchaser fails to notify Seller of an objection to an exception to title as reflected on the Title Commitment within the time provided herein, then Purchaser shall be deemed to have accepted the status of title as reflected therein. Any exceptions to title reflected on the said commitment to which Purchaser fails to timely object (except monetary liens, mortgages, security instruments and UCC financing statements to be released at or before Closing) shall be deemed a "Permitted Exception". Upon Closing, Seller shall provide to Purchaser, at Seller's sole cost and expense, a standard owner's policy of title insurance (the "Title Policy") issued by the Title Company, in the amount of the Purchase Price, showing good and indefeasible title in the Real Estate in Purchaser, subject only to current taxes and assessments not then due and payable and Permitted Exceptions; all endorsements to the Title Policy will be at Purchaser's sole cost and expense.

8. Taxes and Assessments. Seller assumes and agrees to pay all real estate taxes assessed and due prior to Closing. Purchaser assumes and agrees to pay all real estate taxes assessed and due after Closing (i.e., prorated to date of Closing) and any assessments for municipal improvements made after Closing. Any taxes not assumed by Purchaser and which are not due and payable at the time of Closing shall be allowed to Purchaser as a credit on the cash payment required at Closing, and Seller shall not be further liable for such taxes. If the actual tax rate is not known on the date of Closing, the taxes shall be prorated based upon the prior year's tax rate. Anything to the contrary contained herein notwithstanding, Purchaser will be solely responsible for any rollback taxes assessed against the Real Estate after closing by reason of the change of use of the Real Estate by Purchaser after Closing. If Seller is asked to pay or required to pay any rollback taxes assessed after Closing due to Purchaser's change in use of the Property, Purchaser shall indemnify and hold Seller harmless for all costs, loss, damages and/or expenses resulting therefrom, including attorney's fees. Any ad valorem taxes due on the Real Estate after Closing for periods post-Closing (including Rollback taxes) shall be the responsibility of Purchaser.

9. Closing. If this offer is accepted as herein provided (subject to Purchaser's rights to terminate this Contract as provided in this Contract) the transaction contemplated hereby shall be closed (the "Closing") in the offices of the Title Company, or such location as agreed upon by the parties, on or before December 31, 2019 (the "Closing Date"). Purchaser shall have the right to extend the Closing Date for one (1) period of sixty (60) days (the "Extension Period") upon written notice to Seller on or before the Closing Date. Purchaser shall place in escrow an additional Twenty-Five Thousand and No/100 ($25,000.00) (the "Extension Deposit") for the Extension Period. The Extension Deposit and all Earnest Money shall at that time be non-refundable to Purchaser, apart from Seller Default, the Earnest Money shall be credited against the Purchase Price at Closing, provided however, the Extension Deposit shall not be applied to the Purchase Price.

At Closing, Seller agrees to deliver to Purchaser, in accordance with the terms of this Contract, the following:
(a) a duly authorized and executed special warranty deed in recordable form, conveying good and indefeasible title to the Real Estate, subject only to current taxes not yet due and payable and the Permitted Exceptions, unless otherwise agreed in writing by Purchaser;

(b) all other documentation which may be required by the Title Company to insure Purchaser with good and indefeasible title to the Real Estate;

(c) the Title Policy;

(d) a closing statement; and

(e) all other documents necessary or appropriate to complete the transaction contemplated by this Contract.

10. Possession. Seller shall deliver exclusive possession of the Real Estate to Purchaser at Closing and funding. The Real Estate shall not be subject to any leases or tenancies as of the date possession is delivered to Purchaser.

11. Right of Inspection and Tests. After Seller's acceptance, hereof and throughout the term of this Contract, Purchaser and its agents and representatives shall have the right to enter upon the Real Estate to make tests as to the adaptability of the Real Estate for Purchaser's Use, such tests to include without limitation soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of real estate for Purchaser's Use and for the collecting of all information necessary thereto. All such tests made by the Purchaser are to be made at Purchaser's expense, and Purchaser shall be liable for any damage caused to the Real Estate or to any persons thereon during said tests, and hereby agrees to indemnify and hold harmless Seller from and against any such damage or injury or claims and causes of action resulting therefrom, irrespective of the termination of this Contract.

12. Representations and Warranties. The Real Estate will be sold "as is," and Purchaser will have, prior to the Closing Date, the opportunity to inspect the Real Estate, and Seller makes no representation or warranty as to the physical condition or value of the Real Estate. With the exception of any representations or warranties specifically set forth in Sections 12 and 20 this Agreement and Seller's warranty of title contained in the deed, Purchaser acknowledges that Seller has made no other representations or warranties regarding the condition of the Real Estate; provided, however, that Seller shall retain all known and unknown liabilities that may arise prior to the Closing Date of any type or nature (whether tortious, contractual or statutory) relating to the Real Estate.

Purchaser acknowledges that except for any express warranties and representations contained in this Section 12 of this Agreement and Seller's warranty of title contained in the deed, Purchaser is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any agent of Seller or any real estate broker or salesman. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged in this Agreement. Except as expressly set forth herein or in the Deed, Seller disclaims and Purchaser waives any alleged warranty concerning or regarding (1) the nature and condition of the Real Estate, including the suitability thereof
for any activity or use; (2) any improvements or substances located thereon; or (3) the compliance of
the Real Estate with any laws, rules, ordinances or regulations of any government or other body. Except
as expressly set forth in this Agreement and the Deed, SELLER HAS NOT MADE, DOES NOT MAKE AND
EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES,
EXRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY,
HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE REAL ESTATE OR ITS
SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PURCHASER AFFIRMS THAT PRIOR TO
CLOSING PURCHASER SHALL HAVE (i) INVESTIGATED AND INSPECTED THE REAL ESTATE TO ITS
SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE PHYSICAL CONDITION OF THE REAL
ESTATE AND (ii) MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY,
QUALITY AND CONDITION OF THE REAL ESTATE, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR
HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL
CONTAMINATES, AND (b) THE REAL ESTATE'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE
OR USE. PURCHASER HEREBY ACCEPTS THE REAL ESTATE IN ITS PRESENT CONDITION ON AN "AS IS",
"WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS, AND ACKNOWLEDGES THAT
(1) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE AND (ii) THAT SELLER SHALL
OTHERWISE BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION,
REMEDIAION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE REAL ESTATE.

Seller represents and warrants unto Purchaser, based upon Seller's Knowledge, as of the date hereof,
and as of the date of the closing, that:

Utilities to Real Estate. The Real Estate is serviced by municipal sewer and water systems. To
the knowledge of the Seller, the electrical, mechanical, and utility systems are in good working
order. Seller has not received written notice that:
(i) there are existing maintenance problems with respect to the utility systems;
(ii) these utilities systems are not suitable for the operation of the Project;
(iii) there are unpaid utility assessments, charges, tap fees, paybacks or other obligations for
improvements affecting the Real Estate.

No Notice of Condemnation. Seller has not received written notice of any actual or
contemplated condemnation proceedings and there is no current condemnation proceeding
that the Seller is a party to.

No Notice of Special Tax Assessment. Seller has not received written notice of any special tax
assessment and there is no current special assessment proceeding that the Seller is a party to.

No Adverse Restrictions. Seller has entered into no covenants, conditions, easements,
restrictions, agreements or encumbrances which would prohibit the continued operation of the
Real Estate as it is currently being operated.

No Outstanding Option to Purchase. No person, firm, corporation or other legal entity
whatsoever has any right, contract or option or first right of refusal whatsoever to acquire the
Real Estate or any portion or portions thereof or any interest or interests therein.

No Notice Environmental Issues. To Seller's knowledge, neither Seller nor any third party have
used, generated, manufactured, produced, stored or disposed of any explosives, asbestos,
radioactive materials, hazardous wastes, toxic substances or related injurious materials,
whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials"), on or under the Real Estate, other than materials used in construction of the improvements located on the Real Estate or in Seller's routine operations on the Real Estate, some of which are considered to be Hazardous Materials. Seller has no knowledge of existing environmental contamination as of the Effective Date. Seller has very little knowledge regarding the contents of the tenant storage units at the Real Estate, some of which may contain Hazardous Materials. Seller has not received any notice from any person or governmental entity that environmental contamination has been released or is present on the Real Estate.

No Litigation. Seller has no knowledge of any litigation, action or claim, whether pending or threatened, affecting any part of the Real Estate, nor of any facts that would form the basis of such a claim.

Lawful Owner. Seller is the lawful owner of the Real Estate and holds insurable and marketable title to the Real Estate, free and clear of all liens and encumbrances other than the removable liens which Seller has the right to cause to be discharged at Closing and items which Seller has accepted or created.

Authority to Sale. The Seller has the complete power and authority to enter into this Agreement and to sell the Real Estate to the Purchaser in accordance with the terms hereof and to perform each and every term and condition of this Contract and the party executing this Contract on behalf of Seller is authorized to do so on behalf of Seller without obtaining any approvals or consents from any third parties.

Notwithstanding anything in this Contract to the contrary, Seller shall be fully responsible, as current owner of the Real Estate, for all liabilities related to the Real Estate which arose prior to the Closing Date as set forth herein. Seller agrees to execute a certificate confirming that the representations and warranties made by Seller in this Contract remain true and correct as of the Closing Date.

The term "Seller's actual knowledge," "to Seller's knowledge," "knowledge of Seller," or any other reference to the knowledge of Seller (a) shall mean and apply to the person who has the most significant actual knowledge of Seller, being Shair Hakemy, (the "Knowledge Individual") and not to any other persons or entities, (b) shall mean the actual (and not implied or constructive) knowledge of such individual, without any duty on such individual to conduct any investigation or inquiry of any kind and (c) shall not apply to or be construed to apply to information or material which may be in the possession of Seller generally or incidentally, but which is not actually known to the Knowledge Individual. Similarly, any reference to any written notice, claim, litigation, filing or other correspondence or transmittal to Seller set forth herein shall be limited to refer to only those actually received by or known to the Knowledge Individual in a limited manner.

13. Condemnation. If prior to Closing the Real Estate shall be subjected to a taking, either total or partial, by eminent domain, condemnation, or for any public or quasi-public use, Purchaser shall have the right to either (i) terminate this Contract by providing written notice thereof to Seller at the place designated herein for such notices, or (ii) proceed to close the transaction contemplated by this
Contract, in which event Seller shall assign to Purchaser at Closing all of the condemnation awards from such condemnation action.

14. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or sent by facsimile with electronic confirmation of receipt by the recipients, or, if mailed, on the second day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first day after deposit with a nationally-recognized overnight delivery service (e.g., FedEx), in all events addressed appropriately as follows:

If to Seller:

HFLP LTD

c/o Shair Hakemy

2331 W Northwest Hwy

Dallas, TX 75209

Email: sbhakemy@gmail.com

With a copy to:

Hansen Attorneys

Attn: Jeff Hansen

1101 Little School Road

Arlington, Texas 76071

jeff@hansenattorneys.com

If to Purchaser:

Gardner Capital Investment Fund, LLC

2501 N. Harwood St., Suite 1520

Dallas, TX 75201

Attn: Ryan Combs, John W. Palmer

Email: rcombs@gardnercapital.com; jpalmer@gardnercapital.com

With a copy to:

Gardner Capital, Inc.

4803 S. National, Suite 200

Springfield, MO 65810

Attn: Rowland H. Geddie, III

Email: rgeddie@gardnercapital.com

With a copy to:

David E. Brusilow, Esq.

Coats Rose, PC

14755 Preston Road, Suite 600

Dallas, TX 75254

Email: brusilow@coatsrose.com

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.
16. **Entirety of Agreement; Amendments.** This Contract shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto. This Contract embodies the entire agreement between the parties hereto and there are no representations, promises, understandings or agreements, oral or written, between the parties which are not set forth herein. This Contract may be amended only by a written instrument signed by Purchaser and Seller.

17. **Survival.** All the representations, warranties and covenants of Seller stated herein shall survive the Closing and the conveyance of the Real Estate to Purchaser and shall be binding upon and inure to the parties hereto and their respective heirs, successors, and assigns.

18. **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of Texas.

19. **Attorney's Fees.** In the event of any controversy, claim, or dispute between Purchaser and Seller arising out of or related to this Contract or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, legal assistant fees, costs and expenses.

20. **Brokers.** Upon sale of the Real Estate, Seller agrees to pay commission to Demian P. Salmon with Stream Realty from Seller's proceeds.

   (a) Commission percentage to be six percent (6%) of the Purchase Price to be paid by Seller and made payable to Demian P. Salmon with Stream Realty.
   
   (b) Seller and Purchaser each represent and warrant to the other that it has not dealt with any real estate broker relating to this Contract or the Real Estate, other than those listed above, and Seller and Purchaser each represent and Seller warrants to Purchaser that Seller shall be responsible for all real estate commission fees associated with the Contract to be paid by Seller to the above brokers.
   
   (c) Any other fees or real estate commissions occasioned by the execution and/or consummation of this Contract shall be the sole responsibility of the party contracting therefore, and such party agrees to indemnify and hold harmless the other party from all claims for such commission(s), and costs or expenses related thereto.

21. **Counterparts.** This Contract may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

22. **Assignment.** Purchaser shall be entitled to assign its rights and obligations in and under this Contract to any of its affiliates without the prior written consent of Seller.

23. **Nonrefundable Consideration.** Contemporaneously with the execution and delivery of this Contract, Purchaser has delivered to Seller and Seller hereby acknowledges the receipt of a check in the amount of Fifty Dollars ($50.00) (the "Independent Contract Consideration"), which amount the parties bargained for and agreed to as consideration for Purchaser's exclusive right to inspect and purchase the Real Estate pursuant to this Contract and for Seller's execution, delivery and performance of this Contract.
Contract. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Contract, is nonrefundable, and it is fully earned and shall be retained by Seller notwithstanding any other provision of this Contract.

[Remainder of page intentionally left blank]
Dated: effective as of the 28th day of November, 2018

"PURCHASER"

Gardner Capital Investment Fund, LLC,
a Texas limited liability company

By:

Name: Michael Gardner
Title: Member/Manager
ACCEPTANCE OF OFFER

The undersigned hereby accepts the foregoing offer effective the 27th day of Nov, 2018.

"SELLER"

HFLP LTD

By: __________________________

Name: MOHAMMAD YUSOF HAKEMY

Title: Partner
"TITLE COMPANY"

Chicago Title Insurance Company
14755 Preston Road, Suite 600
Dallas, TX 75254

Attn: Becky Brusilow / Jackye Udes
Email: rbrusilow@coatsrose.com / judes@coatsrose.com
Phone: 972-419-4710 / 972-419-4710

By: ____________________________
Name: Jackye Udes
Title: Commercial Escrow Officer

Dated: effective as of the 28th day of November, 2018

Earnest Money in the amount of $25,000.00 has been received by Escrow as of
Wednesday, December 5, 2018, via wire transfer.

Receipted by: ____________________________ Date: December 5, 2018

Independent Consideration in the amount of $50.00 has been received by
Escrow as of Wednesday, December 5, 2018, and will be forwarded
accordingly to Seller.

Receipted by: ____________________________ Date: December 5, 2018
Exhibit A

All or a portion of a certain tract or tracts of land consisting of approximately 6 acres, more or less, located at the northwest corner of Highway 67 and Patriot Parkway within ABST 26 TR 15,16 R BERRY, located in The City of Venus, Johnson County, Texas.
Exhibit B

As mentioned in Section 6.3(c) of this Contract, the Reciprocal Easement Agreement and exact locations shall be negotiated by the Purchaser and the Seller during the term of the Contract. In addition, any contemplated easements shall not exceed the minimum standards that the City of Venus requires. Both Purchaser and Seller acknowledge that the City of Venus and TXDOT will have to give final approval on the location of any easements as to access and utilities, as applicable.
2019 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Title Commitment
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Chicago Title Insurance Company

Commitment Number:

8000551800100

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

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

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

Issued By:

Chicago Title of Texas, LLC

By:

President

Attest:

Secretary

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: December 3, 2018 at 8:00 AM
Commitment No.: 8000551800100

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: $1,014,760.00
      PROPOSED INSURED: Provision at Patriot Parkway LP
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:
   Fee Simple as to Tract 1
   Non-Exclusive easement estate created in that certain Reciprocal Easement Agreement executed by HFLP, LTD., a Texas limited partnership, dated ______________, 2019, filed ______________, 2019 and recorded in ______________, Real Property Records, Johnson County, Texas as to Tract 2 (To be created at closing)

3. Record title to the land on the Effective Date appears to be vested in:
   HFLP, LTD., a Texas limited partnership
4. Legal description of land:

Tract 1 (Fee Simple)

BEING A TRACT OF LAND OF LAND LOCATED IN THE RADFORD BERRY SURVEY, ABSTRACT No. 26, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO HFLP, LTD., RECORDED IN INSTRUMENT No. 2016-10336, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID HFLP TRACT, THE NORTHEAST CORNER OF LOT 12, BLOCK 3, PATRIOT ESTATES, PHASE I, AN ADDITION TO THE CITY OF VENUS, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 372, SLIDE C92, PLAT RECORDS, JOHNSON COUNTY, TEXAS, (P.R.J.C.T.) AND IN THE SOUTHEAST RIGHT-OF-WAY LINE OF WASHINGTON WAY (A 50' RIGHT-OF-WAY);

THENCE N 65°35'53" E, ALONG THE NORTHWEST LINE OF SAID HFLP TRACT AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID WASHINGTON WAY, 940.91 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP (ILLEGIBLE) BEARS N 65°35'53" E, 433.71 FEET, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID HFLP TRACT AND IN THE WEST RIGHT-OF-WAY LINE OF PATRIOT PARKWAY (A 50' RIGHT-OF-WAY);

THENCE S 00°44'33" E, DEPARTING THE NORTHWEST LINE OF SAID HFLP TRACT AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID WASHINGTON WAY, 319.08 FEET TO A POINT;

THENCE S 65°07'50" W, 812.83 FEET TO A POINT IN THE SOUTHWEST LINE OF SAID HFLP TRACT AND THE NORTHEAST LINE OF SAID BLOCK 13, PATRIOT ESTATES, FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "DC&A" BEARS S 24°24'50" E, 201.61 FEET, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID HFLP TRACT, THE SOUTHEAST CORNER OF SAID BLOCK 13, PATRIOT ESTATES, AND IN THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 67 (A VARIABLE WIDTH RIGHTOF-WAY);

THENCE N 24°24'50" W, ALONG THE SOUTHWEST LINE OF SAID HFLP TRACT AND THE NORTHEAST LINE OF SAID BLOCK 13, PATRIOT ESTATES, 298.89 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.945 ACRES (258,996 SQUARE FEET) OF LAND, MORE OR LESS.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 2 (Easement Estate)

Non-Exclusive easement estate created in that certain Reciprocal Easement Agreement executed by HFLP, LTD., a Texas limited partnership, dated ____________, 2019, filed ________________, 2019 and recorded in ________________, Real Property Records, Johnson County, Texas.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   Item 1, Schedule B is hereby deleted.

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

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

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

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

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

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

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

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Mortgagee Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R).

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

a. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

b. Intentionally Deleted.

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

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

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

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

d. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

e. Any portion of the Land located within the boundaries of any roadway or highway.

f. Matters contained in that certain document

Entitled: Easement Agreement
Dated: July 7, 2010
Executed by: Venus Railport, LP and Mountain Special Utility District
Recording Date: July 20, 2010
Recording No: in Volume 2522, Page 305, Real Property Records, Ellis County, Texas and under Clerk's File No. 201000020950, Real Property Records, Johnson County, Texas

Reference is hereby made to said document for full particulars.
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Shown and Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

g. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated March 3, 2003, recorded in Volume 1917, Page 1914, Real Property Records, Ellis County, Texas and in Volume 2997, Page 163, Real Property Records, Johnson County, Texas, which document contains the following language "reservation of an undivided one-half (1/2) interest in the oil, gas, and other minerals that are in and under the property". Reference to which instrument is here made for particulars. No 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).

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

h. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated February 28, 2011, recorded in Volume 2558, Page 297, Real Property Records, Ellis County, Texas and under Clerk's File No. 201100004844, Real Property Records, Johnson County, Texas, which document contains the following language "all oil, gas and other minerals, royalties, bonuses, rentals". Reference to which instrument is here made for particulars. No 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).

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

i. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated December 18, 2000, by and between Eagle Ford Land Partners, L.P., as Lessor, and EOG Resources, Inc., as Lessee, as evidenced in a memorandum thereof filed September 7, 2001, recorded in Volume 1802, Page 1126, Real Property Records, Ellis County, Texas and in Volume 2701, Page 482, Real Property Records, Johnson County, Texas. Reference to which instrument is here made for particulars. No 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).

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

j. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 15, 2002, by and between The 720 Joint Venture, as Lessor, and EOG Resources, Inc., as Lessee, recorded in Volume 1982, Page 451, Real Property Records, Ellis County, Texas and in Volume 3110, Page 231, Real Property Records, Johnson County, Texas. Reference to which instrument is here made for particulars. No 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).

Affected by Amendment dated November 12, 2003, recorded in Volume 2010, Page 1493, Real Property Records, Ellis County, Texas and in Volume 3180, Page 558, Real Property Records, Johnson County, Texas

Affected by Second Amendment recorded in Volume 2032, Page 2459, Real Property Records, Ellis County, Texas and in Volume 3258, Page 990, Real Property Records, Johnson County, Texas and Volume 2032, Page 2463, Real Property Records, Ellis County, Texas and in Volume 3258, Page 993, Real Property Records, Johnson County, Texas

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Registered Professional Land Surveyor #6373, WA# 18132

k. Matters contained in that certain document

Entitled: Memorandum of Agreement
Dated: August 31, 2010
Executed by: Mountain Peak Special Utility District and Venus Railport, LP
Recording No: in Volume 2532, Page 308, Real Property Records, Ellis County, Texas and under Clerk's File No. 20100026226, Real Property Records, Johnson County, Texas

Reference is hereby made to said document for full particulars.

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

l. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Mountain Peak Water Supply Corporation
Purpose: As provided in said document
Recording No: in Volume 1619, Page 1271, Real Property Records, Ellis County, Texas and in Volume 2915, Page 77, Real Property Records, Johnson County, Texas

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

m. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: December 19, 1959
Recording No: in Volume 472, Page 231, Real Property Records, Ellis County, Texas

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

n. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: January 16, 1963
Recording No: in Volume 490, Page 60, Real Property Records, Ellis County, Texas

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow Registered Professional Land Surveyor #6373, WA# 18132

o. Matters contained in that certain document

Entitled: Special Warranty Deed
Dated: February 28, 2011
Executed by: Venus Railport, L.P., a Texas limited partnership and Jabez Development, L.P., a Texas limited partnership
Recording No: in Volume 2558, Page 297, Real Property Records, Ellis County, Texas and under Clerk's File No. 201100004844, Real Property Records, Johnson County, Texas
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

Reference is hereby made to said document for full particulars.

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow
Registered Professional Land Surveyor #6373, WA# 18132

p. Matters contained in that certain document

Entitled: Declaration of Covenant
Dated: February 26, 2010
Executed by: Venus Railport, LP, a Texas limited partnership
Recording Date: March 12, 2010
Recording No: in Volume 2499, Page 1671, Real Property Records, Ellis County, Texas and under
Clerk's File No. 201000006934, Real Property Records, Johnson County, Texas

Reference is hereby made to said document for full particulars.

Affected by Notice of Private Transfer Fee Obligation dated January 11, 2018, filed January 18, 2018,
recorded under Clerk's File No. 1801654, Real Property Records, Ellis County, Texas

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow
Registered Professional Land Surveyor #6373, WA# 18132

q. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in
instrument dated May 4, 2016, filed May 6, 2016, recorded under Clerk's File No. 1612320, Ellis County,
Texas and under Clerk's File No. 2016-10336, Real Property Records, Johnson County, Texas, which
document contains the following language "reserves for Grantor and Grantor's successors and assigns
forever all of the oil, gas, associated hydrocarbons and minerals which are in, on or under the property".
Reference to which instrument is here made for particulars. No 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).

Noted on Survey dated February 13, 2019, by Wier & Associates, Inc., prepared by Aaron L. Stringfellow
Registered Professional Land Surveyor #6373, WA# 18132

r. Terms, conditions and provisions contained in that certain Reciprocal Easement Agreement executed by
HFLP, LTD., a Texas limited partnership, dated ______________ 2019, filed ______________ 2019 and
recorded in ______________, Real Property Records, Johnson County, Texas. (As to Tract 2)
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. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner’s Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.

6. Vendor’s Lien retained in the following Deed securing the payment of one note in the principal amount shown below, and any other obligation secured thereby:

   Dated: May 4, 2016
   Grantor: CWA Patriot Land Partners, LP, a Texas limited partnership
   Grantee: HFLP, LTD, a Texas limited partnership
   Note Amount: $700,000.00
   Payable to: CWA Patriot Land Partners, LP, a Texas limited partnership
   Recording Date: May 6, 2016
   Recording No.: under Clerk's File No. 1612320, Real Property Records, Ellis County, Texas and under Clerk's File No. 2016-10336, Real Property Records, Johnson County, Texas

   Additionally secured by Deed of Trust of even date therewith as set forth below, and subject to all of the terms, conditions, and stipulations contained therein including but not limited to any future indebtedness also secured by this lien:

   To: Charles W. Anderson, Trustee
   Loan No.: N/A
   Recording Date: May 6, 2016
   Recording No.: under Clerk's File No. 1612322, Ellis County, Texas and under Clerk's File No. 2016-10337, Real Property Records, Johnson County, Texas
SCHEDULE C
(continued)

7. Intentionally Deleted.

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

   Name: HFLP, LTD., a Texas limited partnership

   a) A copy of the partnership agreement and all amendments thereto.

   b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

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

9. The following note is for informational purposes only:

   The following deed(s) affecting said land were recorded within twenty-four (24) months of the date of this report:

   None found of record.

   The last Deed found of record affecting the land was filed May 6, 2016, recorded under Clerk's File No. 1612320, Real Property Records, Ellis County, Texas and under Clerk's File No. 2016-10336, Real Property Records, Johnson County, Texas, wherein the grantee acquired the subject property.

10. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

   Name(s) furnished: Gardner Capital Investment Fund, LLC

   If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

   The buyer's name has been checked and nothing has been found.

11. 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: Gardner Capital Investment Fund, 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 amendments 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. Intentionally Deleted.

   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.

12. 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).

13. Except in an exempt transaction, the Company must be furnished with seller’s social security number or tax identification number and all other information necessary to complete IRS Form 1099S.

14. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form (“ICF”) prior to closing the transaction contemplated herein.

15. An acceptable survey of subject property having been received, upon compliance with Rules P-2 and R-16, Schedule B, Item 2 will be amended to read “shortages in area” in its entirety.
SCHEDULE D

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, Chicago Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:
   Shareholders: Fidelity National Title Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.
   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:
   Chicago Title of Texas, LLC
   (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
      Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Chicago Title of Texas, LLC
   (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
      Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC
   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
      Officers/Directors: Raymond Randall Quirk (President), Michael Louis Gravelle (Corporate Secretary), Joseph William Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)
   (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>$ 5,928.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$ 5,928.00</td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 25% 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>60%</td>
<td>Coats Rose P.C.</td>
<td>Closing The Transaction</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.
LEGAL DESCRIPTION

Order No.: 8000551800100

Tract 1 (Fee Simple)

BEING A TRACT OF LAND OF LAND LOCATED IN THE RADFORD BERRY SURVEY, ABSTRACT No. 26, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO HFLP, LTD.,Recorded in Instrument No. 2016-10336, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID HFLP TRACT, THE NORTHEAST CORNER OF LOT 12, BLOCK 3, PATRIOT ESTATES, PHASE I, AN ADDITION TO THE CITY OF VENUS, JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 372, SLIDE C92, PLAT RECORDS, JOHNSON COUNTY, TEXAS, (P.R.J.C.T.) AND IN THE SOUTHEAST RIGHT-OF-WAY LINE OF WASHINGTON WAY (A 50' RIGHT-OF-WAY);

THENCE N 65°35'53" E, ALONG THE NORTHWEST LINE OF SAID HFLP TRACT AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID WASHINGTON WAY, 940.91 FEET TO A POINT, FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP (ILLEGIBLE) BEARS N 65°35'53" E, 433.71 FEET, SAID IRON ROD BEING THE NORTHEAST CORNER OF SAID HFLP TRACT AND IN THE WEST RIGHT-OF-WAY LINE OF PATRIOT PARKWAY (A 50' RIGHT-OF-WAY);

THENCE S 00°44'33" E, DEPARTING THE NORTHWEST LINE OF SAID HFLP TRACT AND THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID WASHINGTON WAY, 319.08 FEET TO A POINT;

THENCE S 65°07'50" W, 812.83 FEET TO A POINT IN THE SOUTHWEST LINE OF SAID HFLP TRACT AND THE NORTHEAST LINE OF SAID BLOCK 13, PATRIOT ESTATES, FROM WHICH A 5/8" IRON ROD FOUND WITH A CAP STAMPED "DC&A" BEARS S 24°24'50" E, 201.61 FEET, SAID IRON ROD BEING THE SOUTHWEST CORNER OF SAID HFLP TRACT, THE SOUTHEAST CORNER OF SAID BLOCK 13, PATRIOT ESTATES, AND IN THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 67 (A VARIABLE WIDTH RIGHTOF-WAY);

THENCE N 24°24'50" W, ALONG THE SOUTHWEST LINE OF SAID HFLP TRACT AND THE NORTHEAST LINE OF SAID BLOCK 13, PATRIOT ESTATES, 298.89 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5.945 ACRES (258,966 SQUARE FEET) OF LAND, MORE OR LESS.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

Tract 2 (Easement Estate)
LEGAL DESCRIPTION
(continued)

Non-Exclusive easement estate created in that certain Reciprocal Easement Agreement executed by HFLP, LTD., a Texas limited partnership, dated ____________, 2019, filed ______________, 2019 and recorded in ____________, Real Property Records, Johnson County, Texas.
Chicago Title of Texas, LLC  
13737 Noel Road, Suite 1210  
Dallas, TX 75240

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT  
(Exhibit D in 24 CFR §3500)

Date: December 31, 2019  
To: HFLP LTD  
Property: 6 Acres +/- E HWY 67, Venus, TX

This is to give you notice that Chicago Title of Texas, LLC, 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 Chicago Title of Texas, LLC 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>$22.50 to $80 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 Chicago Title of Texas, LLC 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.

_________________________________________  

_________________________________________  

Affiliated Business Arrangement Disclosure Statement  
SST480267.doc
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 entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

---MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to 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.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner’s Policy)

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

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

The arbitration provision in the Policy is as follows:

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

__________________________________________  ____________________________
Signature                                           Date
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
Increase in Eligible Basis
This Tab is Not Applicable
2019 HTC Full Application

Part 2 Tab 13

Multiple Site Information

NA
2019 HTC
Full Application

Part 2 Tab 14

Elected Officials
Elected Officials

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

2/25/2019
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.

<table>
<thead>
<tr>
<th>No Pre-Application was submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Phone</th>
<th>Fax or Email</th>
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<tbody>
<tr>
<td>1.</td>
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</tbody>
</table>
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1. □ Notifications made at Pre-Application (Competitive HTC only):
   I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

□ Re-notifications made at Application (Competitive HTC only):
   I (We) certify that the pre-application for this full Application met all threshold requirements, but all required entities were re-notified as required by 10 TAC §11.203.

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

Part 2. Notifications - Form and Content:
   □ I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.
   □ I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.
   □ I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.
   □ I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
     • Superintendent of the school district containing the Development;
     • President 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;
     • President of the Governing Body of the county containing the Development;
     • All elected members of the Governing Body of the county containing the Development;
     • State senator of the district containing the Development; and
     • State representative of the district containing the Development.
   □ While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (Competitive HTC only):
   □ Pursuant to 10 TAC §11.203, I (We) certify that a reasonable search for applicable entities has been conducted and all Neighborhood Organizations for which this Application would be eligible to receive points under 10 TAC §11.9(d)(4) of the QAP or for which notification is required have been listed in the pre-application and/or the Application.

Certify on next page

2/13/2019
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By:

Signature of Applicant/Development Owner

Ryan Combs

Printed Name

Texas

Notary Public, State of

Dallas

County of

10-10-2021

My Commission expires

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of February, 2019

Notary Public Signature

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428
Development Narrative

1. The proposed Development is: (Check all that apply)
   - New Construction
   - and/or:
   - (adaptive reuse select New Construction here and adaptive reuse in next box)

   Previous TDHCA # If Acquisition/Rehab or Rehab, original construction year: NA
   If Reconstruction, Units Demolished NA Units Reconstructed NA

2. The Target Population will be:
   - General

   If Elderly is selected (10 TAC §11.1(d)(47)):
   - Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
   - 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?
   - 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
   - The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
   - 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.
   - 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.

Provision at Patriot Parkway is a two story garden style apartment complex that is typical for a general population development.
5. **Funding Request:**

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

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

6. **§11.5 - Set-Aside (For Competitive HTC & Multifamily Direct Loan Applications Only)**

Identify any and all set-asides the application will be applying under with an "x". Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

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

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

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

Has this site/activity previously received TDHCA funds? **No**

If "Yes" Enter Project Number: **NA** and TDHCA funding source: **NA**

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

If yes, source: **NA**

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

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

Pursuant to §42(g)(1)(A) - (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.

If a revised form is submitted, date of submission: **2/27/2019**
# 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>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developments 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).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 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).

<table>
<thead>
<tr>
<th>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).</th>
</tr>
</thead>
<tbody>
<tr>
<td>and</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

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 Part 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; 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*
   - At least 10 percent of all low-income Units at 30% or less of AMGI, or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30%*
   - At least 5 percent of all low-income Units at 30% or less of AMGI*

   - 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.

   - Total Number of Units at 50% or less of AMGI

   - Number of 30% Units used to score points under §11.9(c)(2)*

   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)

   - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)

   - 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

   - Development proposed in all other areas.

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

   OR

   Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and

   - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

   - The Average Income for the proposed Development will be 54% or lower (16 points).

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

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

   OR

   - Development proposed in all other areas.

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

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

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

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

**Points Claimed:** 16
4. **Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark *only one* box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization. 0
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or 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)

Existing Development Name: Gala at Melissa  TDHCA #: 16231

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. 2

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; 0
- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. 0

D If cannot score under A or B above, Applicant elects to set-aside at least 5 percent of the total Units for Persons with Special Needs. The Department will require an initial minimum twelve-month period during which Units must either be occupied by Persons with Special Needs or held vacant, unless the units receive HOME funds from any source.

- Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:
Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

- The Development is not proposing to use and previously did not use federal funding (such as HOME or CDBG funds), and the Development was originally constructed before 1978;
- Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;
- Development only has units available that are restricted for persons with disabilities. A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA's most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor (please explain)

---

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>6</td>
</tr>
<tr>
<td>Development is requesting Pre-Application Points.</td>
<td></td>
</tr>
<tr>
<td>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>2</td>
</tr>
<tr>
<td>Development will maintain a 35 year Affordability Period.</td>
<td></td>
</tr>
<tr>
<td>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td></td>
</tr>
<tr>
<td>Application requests points for Historic Preservation.</td>
<td></td>
</tr>
<tr>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td>Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
</tr>
<tr>
<td>Application is eligible for five (5) points.</td>
<td>0</td>
</tr>
<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td></td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
</tr>
<tr>
<td>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></td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 3 Tab 19

Tenant Populations with Special Needs
Section 811 Information
Section 811 Project Rental Assistance Program “PRA” Certification

On behalf of the Applicant and all Affiliates of the Applicant (“Applicant”), I (We) hereby certify that the Applicant is familiar with the provisions of HUD’s Section 811 Project Rental Assistance (“PRA”) program, enacted by Section 811 of the Cranston Gonzalez National Affordable Housing Act (Pub L. 111-374) and the Frank Melville Supportive Housing Investment Act of 2010, the Texas Department of Housing and Community Affairs (“TDHCA”) Rules as published in Title 10 of the Texas Administrative Code, HUD Handbook 4350.3 REV-1 (Occupancy Requirements of Multifamily Housing Programs), and the Section 811 Project Rental Assistance Program Cooperative Agreement, including the Rental Assistance Contract (“RAC”) and the Use Agreement. I (We) hereby certify that the Applicant will comply with future guidance regarding the Section 811 PRA Program provided by HUD and/or TDHCA, including Rules, FAQs, and program manuals.

I (We) hereby certify that Applicant will execute a Section 811 PRA Owner Participation Agreement, in a form to be provided by TDHCA, for a TDHCA approved Existing Development, or if authorized by TDHCA, for the awarded Development included in this Application. Once an Owner Participation Agreement has been executed, I (We) hereby certify that I (We) understand that TDHCA will market the property under the Owner Participation Agreement to potential Section 811 PRA tenants at any time during the term of the Owner Participation Agreement, and I (We) hereby certify that I (We) will furnish to TDHCA, all marketing materials generated, including pictures and unit features, at the time the Owner Participation Agreement is signed and returned to TDHCA to do such marketing. If requested by TDHCA, I (We) hereby certify that I (We) will execute a RAC and record the required Use Agreement in the county deed records.

I (We) understand, that even though the Owner or the Owner of the Existing Development will be required to execute an Owner Participation Agreement, TDHCA may never require the Development to execute a RAC and therefore the Development may not be required to serve Section 811 PRA tenants.

I (We) hereby certify that I (We) will comply with all HUD regulations, court rulings, related administrative rules, and eligibility guidelines and restrictions during the application process and in the event of award, for the duration of the Section 811 Owner Participation Agreement or the Use Agreement, whichever has a longer term.

I (We) hereby make application to the TDHCA to participate in the Section 811 PRA Program. The undersigned hereby acknowledges that an award by the TDHCA does not warrant that the Existing Development or the Development proposed in the Application is deemed qualified to participate in the Section 811 PRA Program. I (We) agree that the TDHCA or any of its directors, officers, employees, and agents will not be held responsible or liable for any representations made to the undersigned or its investors relating to the Section 811 PRA Program; therefore, I (We) assume the risk of all damages, losses, costs, and expenses related thereto and agree to indemnify and save harmless the TDHCA and any of its officers, employees, and agents against any and all claims, suits, losses, damages, costs, and expenses of any kind and of any nature that the TDHCA may hereinafter suffer, incur, or pay arising out of its decision concerning this application involving Section 811 PRA funds or the use of information concerning the 811 PRA Program.
I (We) hereby acknowledge that this Application is subject to disclosure under Chapter 552, Texas Government Code, the Texas Public Information Act, unless a valid exception exists.

I (We) acknowledge all representations, undertakings, and commitments made by Applicant in the application process for a Development, whether with respect to eligibility criteria, selection criteria or otherwise, shall be deemed to be a condition to any Commitment or Contract for such Development, the violation of which shall be cause for cancellation of such Commitment or Contract by the TDHCA and if concerning the ongoing features or operation of the Development, shall be enforceable by the TDHCA and the tenants of the Development, including enforcement by administrative penalties for failure to perform, in accordance with the LURA. The obligation to sign an Owner Participation Agreement is binding. I (We) must sign an Owner Participation Agreement if the Development receives an award and is requested to do so by the Department.

I (We) agree the TDHCA may, at its discretion, request additional information and/or documentation in its evaluation of this Application to garner required information relating to the qualification of the Development for the 811 Program. I (We) hereby assert that the information contained in this Application as required or deemed necessary by the materials governing the 811 PRA program are true and correct and that I (We) have undergone sufficient investigation to affirm the validity of the statements made.

Further, I (We) hereby assert that I (We) have read and understand all the information contained in the Application. By signing this document, I (We) affirm that all statements made in this government document are true and correct under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §37.01 et seq. (Vernon 2011).

I (We) understand and agree that if false information is provided in this Application which has the effect of increasing the Applicant’s competitive advantage, the TDHCA will disqualify the Applicant and may hold the Applicant ineligible to receive 811 PRA funds or until any issue of restitution is resolved.

If, at any time, including after the signing a Section 811 PRA Program Owner Participation Agreement, it is discovered that I (We) provided false or misleading information to TDHCA, TDHCA may terminate the Applicant’s HUD RAC and/or the Section 811 PRA Program Owner Participation Agreement and recapture all Section 811 PRA funds expended.

I (We) hereby certify that I (We) will comply with applicable fair housing and civil rights requirements in 24 CFR §5.105(a), including, but not limited to, the Fair Housing Act; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; and Title II of the Americans with Disabilities Act. Further, I (We) certify that I (We) shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, religion, sex, national origin, familial status, or disability. I (We) certify that I (We) will comply with HUD’s Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity requirements. See 24 C.F.R. §§ 5.100, 5.105(a)(2), 5.403. I (We) hereby certify that I (We) understand that the Development must prominently display HUD’s Fair Housing Poster (HUD Form 928.1) in all offices in which rental activity takes place. This includes property management leasing offices located at their projects with Section 811 PRA units, and may include a designated place where information or
other business regarding the Section 811 PRA program is conducted with potential tenants. I (We) will comply with any requirements of the Section 811 PRA Program that require changes to the Development’s tenant selection plans, house rules, marketing materials, or application.

I (We) will at all times indemnify and hold the TDHCA harmless against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the TDHCA’s acceptance, consideration, approval or disapproval of this request and the issuance or non-issuance of a RAC or 811 PRA funds herewith.

I (We) have written below the name of the individual(s) authorized to execute the TDHCA Owner Participation Agreement, the HUD RAC, the HUD Use Agreement, and any and all future commitments and contracts related to this Application. I (We) hereby certify that this individual(s) has the full authority and has been authorized by all of the Parties, Affiliates, or associates with interest in the Development in this Application. If this individual is replaced by the organization, I (We) must inform the TDHCA within 30 days of the person authorized to execute agreements, commitments and/or contracts on behalf of the Applicant.

I (We) certify that I (We) do not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States.

If, after receiving a public subsidy (including Section 811 PRA Program funds), I (We) are convicted of a violation under 8 U.S.C Section 1324a(f), I (We) shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Tex. Government Code §2264.053, not later than the 120th day after the date TDHCA notifies the Applicant of the violation.

I (We) certify that I (We) am eligible to apply for funds or any other assistance from the TDHCA. I (We) certify that all audits are current at the time of application. I (We) certify that any Audit Certification Forms have been submitted to the TDHCA in a satisfactory format on or before the Application deadline for funds or other assistance pursuant to 10 TAC §1.3(b).

**Property Condition Standards Certification**

I (We) certify that I (We) will meet local and state housing code, ordinances, and zoning requirements, Texas Minimum Construction Standards, Uniform Physical Construction Standards and Inspection Requirements under 24 CFR Section 5 Subpart G, including any changes in the regulation and related directives and will comply with HUD’s Physical Condition Standards of Multifamily Properties of 24 CFR Part 200, Subpart P, including any changes in the regulation and related directives.

I (We) certify that TDHCA approved Existing Development, or if allowed by TDHCA in writing, the Development referenced in this Application is or will be in compliance and that during the term of the Section 811 Participation Agreement and/or RAC the Applicant will respond to all requests for compliance deficiency resolution within the timeframes mandated by the Texas Administrative Code Rules at 10 TAC Chapters 1, 2, 8, 10, and 11, or other requirements associated with the satisfactory provision of a unit as required by the 811 PRA program.
Federal Cross-Cutting Certifications

The Federal Cross-Cutting Certifications that apply to the Development identified to receive the 811 PRA assistance include but are not limited to:

**Lead Based Paint**

I (We) certify that documentation of compliance with 24 CFR Part 35 (Lead Safe Housing Rule), including but not limited to the documentation reflected in the following clauses, will be maintained in project files. I (We) understand that standard forms are available in the Federal Register, as indicated by the sources noted below.

Applicability Form 24 CFR §35.115 – A copy of a statement indicating that the property is covered by or exempt from the Lead Safe Housing Rule.

a. If the property is exempt, the file should include the reason for the exemption and no further documentation is required.

b. If the property is subject to the Rule, the file should include the appropriate documentation to indicate basic compliance, as listed below:

i. Summary Paint Testing Report or Presumption Notice 24 CFR §35.930(a) – A copy of any report to indicate the presence of lead-based paint (LBP) for projects receiving up to $5,000 per unit in rehabilitation assistance. If no testing was performed, then LBP is presumed to be on all disturbed surfaces;

ii. Notice of Evaluation 24 CFR §35.125(a) – A copy of a notice demonstrating that an evaluation summary was provided to residents following a lead-based paint inspection, risk assessment or paint testing;

iii. Clearance Report 24 CFR §35.930(b)(3) – A report indicating a “clearance examination” was performed of the work-site upon completion; and

iv. Notice of Hazard Reduction Completion 24 CFR §35.125(b) – Upon completion, a copy of a notice to show that a LBP remediation summary was provided to residents.

**Environmental**

I (We) understand that the environmental effects of each activity carried out with funds provided under this Application must be assessed in accordance with the provisions of the Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216. Each activity must have an environmental review completed and support documentation prepared complying with HUD regulations. No Section 811 Owner Participation Agreement may be signed and no Section 811 PRA funds can be provided for a unit before the completion of the environmental review process and the provision of written clearance by TDHCA.
I (We) certify that I (We) have read and understand the requirements of the HUD Section 811 PRA Cooperative Agreement, § PRA.215 and § PRA.216.

**Energy and Water Conservation**

I (We) certify to comply with Energy and Water Conservation standards and requirements as outlined in § PRA.214.

**Procurement of Recovered Materials**

I (We) certify to comply with the Procurement of Recovered Materials requirements as outlined in § PRA.219.

**Housing Standards for Assisted Units**

I (We) certify to comply with Housing Standards for Assisted Units as outlined in § PRA.307 for Section 811 PRA units and as outlined in 10 TAC Chapter 1 Subchapter B and Chapter 10 “Uniform Multifamily Rules.”

**Eligibility and Threshold Certification**

On behalf of the Applicant and all affiliates of the Applicant, I (We) hereby certify that the Applicant is familiar with the provisions and requirements of the Section 811 PRA Program for which I (We) am applying.

I (We) understand that housing units occupied by eligible tenants participating in the program must be affordable to Extremely Low-Income persons. I (We) understand that mixed income rental Developments may only apply PRA to units that meet 811 program affordability standards. I (We) understand that the Development identified to receive the 811 PRA assistance must adhere to the TDHCA’s Integrated Housing Rule at 10 TAC §1.15, 10 TAC Chapter 8 and Exhibit 5 of the Section 811 PRA Cooperative Agreement § PRA.305.

I (We) certify that the units identified for 811 PRA assistance will be dispersed throughout the property and must not be segregated to one area of a building or Development.

I (We) certify to follow the requirements of § PRA.403 regarding the Selection and Admission of Eligible Tenants. In addition, I (We) understand that prior to receiving referrals for Section 811 tenants, I (We) must submit and receive approval by the TDHCA for the Development’s Tenant Selection Plan. I (We) understand that the Applicant or their designated property management staff will accept referrals of Section 811 applicants from the TDHCA and determine eligibility based on the TDHCA-approved Tenant Selection Plan. I (We) understand that upon the request of TDHCA or HUD, the Applicant must furnish copies of all applications to HUD and/or TDHCA.

I (We) understand that the Applicant or their designated property management staff will be responsible for:
(1) obtaining and verifying income through the use of Enterprise Income Verification (EIV), pursuant to 24 CFR, §5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(2) obtaining and verifying information related to income eligibility of Eligible Families in Assisted Units in accordance with 24 CFR Part 5, subpart F. Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(3) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance;

(4) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(5) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, 10 TAC Chapters 1, 2, 8, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants’ participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation, if applicable. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use
restriction or contractual obligation to exclusively serve persons with disabilities or persons 62 and older.

I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms may be adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

Management Practices Certification

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of all unit vacancies until all Section 811 PRA units are occupied. I (We) certify that, after a RAC is executed, any available units of a type identified in the RAC will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be approved by TDHCA. TDHCA will consider lease addendums on a case by case basis and may opt to request approval from HUD. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (We) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and
Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are or will be familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.
I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants, and that requests for payment will be made from this System within 60 calendar days of a tenant’s initial move in date. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.

I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 calendar days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant re-certifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.
By: [Signature of Authorized Representative]

Ryan Combs

Printed Name: [Authorized Representative]

Title: [Signature]

Date: [Signature]

The State of Texas

COUNTY OF Dallas

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18 day of February, 2019

(Seal)

Notary Public Signature

RYAN THOMAS DAUER
Notary Public, State of Texas
Comm. Expires 10-10-2021
Notary ID 131310428
This Tab is Not Applicable
2019 HTC
Full Application

Part 3 Tab 20

Existing Development Information
This Tab is Not Applicable
2019 HTC
Full Application

Part 3 Tab 21

Occupied Developments
This Tab is Not Applicable
2019 HTC
Full Application

Part 3 Tab 22

Architectural Drawings
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

- 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
### Building Tabulation

<table>
<thead>
<tr>
<th>Type</th>
<th>#BLDG</th>
<th>UNITS/BLDG</th>
<th>UNIT TYPES</th>
<th>BLDG S.F.</th>
<th>TOTAL S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>3</td>
<td>20</td>
<td>A1-8, B1-8, C1-4</td>
<td>18,600</td>
<td>55,800</td>
</tr>
<tr>
<td>B</td>
<td>2</td>
<td>20</td>
<td>A1-6, B1-6, C1-6</td>
<td>19,700</td>
<td>33,400</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>5</strong></td>
<td><strong>96,200</strong></td>
<td><strong>100,000</strong></td>
<td><strong>100,000</strong></td>
<td><strong>100,000</strong></td>
</tr>
</tbody>
</table>

### Unit Tabulation

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>#UNITS</th>
<th>UNIT S.F.</th>
<th>TOTAL S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1 - ONE BEDROOM, ONE BATH</td>
<td>36</td>
<td>800</td>
<td>28,800</td>
</tr>
<tr>
<td>B1 - TWO BEDROOM, ONE BATH</td>
<td>36</td>
<td>950</td>
<td>34,200</td>
</tr>
<tr>
<td>C1 - THREE BEDROOM, TWO BATH</td>
<td>28</td>
<td>1150</td>
<td>32,200</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></td>
<td><strong>55,200</strong></td>
<td><strong>55,200</strong></td>
</tr>
</tbody>
</table>

### Site Amenities

- 4,528 S.F. Clubhouse
- Full perimeter fencing
- Controlled access gate
- Pavilion w/ BBQ grills
- Swimming pool
- Furnished community room

### Site Legend

- Handicap
- Hearing & Visual
- Accessible Route

---

**Note:** Local code requires accessible units to be on first floor.

---

**Building 'A':** 1 Story

- Building type: 18,800 S.F.
- Net rentable area: 18,800 S.F.
- Common area: N/A
- Fire breaks and corridors: 2,056 S.F.
- Private covered parking: 1,088 S.F.
- Private outside storage: 393 S.F.

**Building 'B':** 2 Story

- Building type: 19,705 S.F.
- Net rentable area: 19,705 S.F.
- Common area: N/A
- Fire breaks and corridors: 1,891 S.F.
- Private covered parking: 1,098 S.F.
- Private outside storage: 393 S.F.

---

**Graphic Scale:** 1 INCH = 100 FT
UNIT AMENITIES:
- COVERED ENTRY
- NINE-FOOT CEILINGS
- COVERED PATIO
- SELF CLEANING OVENS
- REFRIGERATOR W/ ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS
- STORAGE CLOSET GREATER THAN 9 S.F.
UNIT AMENITIES:
- COVERED ENTRY
- NINE-FOOT CEILINGS
- COVERED PATIO
- SELF CLEANING OVENS
- REFRIGERATOR W/ ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS
- STORAGE CLOSET GREATER THAN 9 S.F.

UNIT A1 - HC ONE BEDROOM, ONE BATH  800 S.F.
SCALE 1/4" = 1' - 0"
PATIO = 52 S.F.
STORAGE = 19 S.F.
UNIT AMENITIES:
- COVERED ENTRY
- NINE-FOOT CEILINGS
- COVERED PATIO
- SELF CLEANING OVENS
- REFRIGERATOR W/ ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R19 WALL/R30 CEILINGS
- STORAGE CLOSET GREATER THAN 9 S.F.

B1 TWO BEDROOM, TWO BATH  950 S.F.
SCALE 1/4" = 1'-0"  PATIO = 57 S.F.
STORAGE = 19 S.F.
UNIT AMENITIES:
- COVERED ENTRY
- NINE-FOOT CEILINGS
- COVERED PATIO
- SELF-CLEANING OVENS
- REFRIGERATOR W/ ICE MAKER
- MICROWAVE OVEN
- 90% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS
- STORAGE CLOSET GREATER THAN 9 S.F.

B1 - HC TWO BEDROOM, TWO BATH 950 S.F.

SCALE 1/4" = 1' - 0"

PATIO = 52 S.F.
STORAGE = 19 S.F.
UNIT AMENITIES:
- COVERED ENTRY
- NINE-FOOT CEILINGS
- COVERED PATIO
- SELF-CLEANING OVENS
- REFRIGERATOR W/ ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R30 CEILINGS
- STORAGE CLOSET MORE THAN 9 S.F.

C1 THREE BEDROOM, TWO BATH 1,150 S.F.
SCALE 1/4" = 1'-0"
UNIT AMENITIES:
- COVERED ENTRY
- NINE-FOOT CEILINGS
- COVERED PATIO
- SELF-CLEANING OVENS
- REFRIGERATOR W/ ICE MAKER
- MICROWAVE OVEN
- 30% MASONRY ON EXTERIOR
- R15 WALLS/R10 CEILINGS
- STORAGE CLOSET MORE THAN 9 S.F.

C1-HC THREE BEDROOM, TWO BATH 1,150 S.F.

SCALE 1/4" = 1'-0"

PATIO = 58 S.F.
STORAGE = 19 S.F.
ALL OTHER SIDES ARE OF SIMILAR COMPOSITION

30 YR. ARCHITECTURAL SHINGLES OVER 15# FELT PAPER ON 15/32" OSB DECKING

BUILDING MATERIALS

| BRICK/STONE | 20% |
| STUCCO      | 80% |
| TOTAL       | 100%|

STUCCO VENEER

BRICK BANDING

BRICK VENEER

CLUBHOUSE - ELEVATION

SCALE 1/8" = 1'-0"
2019 HTC
Full Application

Part 3 Tab 23

Specifications and Building/Unit Type Configuration and Tab 23a, 23b, 23c Forms
## SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit label" should correspond to the unit label or name used on the unit floor plan. Building Types 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)

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>3RD</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development will have:</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Parking Spaces (consistent with Architectural Drawings):</th>
<th>Free</th>
<th>Paid</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attached Garage Spaces</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Garage Spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shced or Flat Roof Carport Spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Floor Composition/Wall Height:</th>
<th>100% Carpet/Vinyl/Resilient Flooring</th>
<th>9' Ceiling Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Ceramic Tile</td>
<td></td>
<td>Upper Floor(s) Ceiling Height (Townhome Only)</td>
</tr>
<tr>
<td>% Other</td>
<td>Describe:</td>
<td></td>
</tr>
</tbody>
</table>

### Unit Type Table

<table>
<thead>
<tr>
<th>Unit Label</th>
<th>Number of Bedrooms</th>
<th>Number of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>800</td>
<td>3</td>
<td>8</td>
<td>36</td>
<td>28,800</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>950</td>
<td>2</td>
<td>8</td>
<td>36</td>
<td>34,200</td>
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<td>C1</td>
<td>3</td>
<td>2</td>
<td>1,150</td>
<td>2</td>
<td>4</td>
<td>28</td>
<td>32,200</td>
</tr>
</tbody>
</table>

| Totals     | 60                 | 40              | -                | -                   | -                             | 100             | 95,200                   |

### Supportive Housing Applicants Only

- Enter the total development common area from the architect’s plans:
  - Total development common area: 95,200

- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
  - Additional square footage: 7,500

- The lesser of these two numbers added to NRA:
  - Lesser of the two numbers: 95,200

### Net Renteable Square Footage from Rent Schedule

- Net Renteable Square Footage: 95,200

---

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:

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

The lesser of these two numbers added to NRA:

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

If a revised form is submitted, date of submission: 2/27/2019
# 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 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 (800 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (950 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1150 sqft)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td></td>
<td>100</td>
<td>5%</td>
<td>5</td>
<td>5</td>
<td>5</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806 sqft)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1000 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 1100 sqft)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</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></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] 2-22-2019  
T.J. Johnston  
Printed Name  
Cross Architects  
Firm Name (if applicable)  

Date  
2/22/2019
### 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.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>100</td>
<td>2%</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (800 sqft)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1150 sqft)</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

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

### EXAMPLE

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

Firm Name (If applicable): Cross Architects

Date: 2-25-2019

2/25/2019
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>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Trash Enclosure</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Pool / Courtyard</td>
<td>1</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: 4
Accessible Parking for Residential Units

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

Enter the information indicated below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development</td>
<td>100</td>
</tr>
<tr>
<td>Total surface parking spaces</td>
<td>194</td>
</tr>
<tr>
<td>Total carports</td>
<td>0</td>
</tr>
<tr>
<td>Total garages</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>194</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>4</td>
</tr>
<tr>
<td>Calculated on prior page:</td>
<td></td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>190</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>5</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>90</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>11</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities):</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:</td>
<td>11</td>
</tr>
<tr>
<td>Minimum number of carports that must be APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Number of garages that must be APSs:</td>
<td>0</td>
</tr>
</tbody>
</table>

**APSSs that Must Be Van Spaces**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Van APSs required, including all types of spaces:</td>
<td>2</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>2</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>0</td>
</tr>
<tr>
<td>Calculated from above:</td>
<td></td>
</tr>
</tbody>
</table>

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 6 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: Adam Everett

Date: 2/22/2019

Printed Name: Adam Everett

Firm Name (if applicable): Cross Architects, PLLC
2019 HTC
Full Application

Part 4 Tab 24

Rent Schedule
### Rent Schedule

<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>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>800</td>
<td>3,200</td>
<td>423</td>
<td>43</td>
<td>380</td>
<td>1,520</td>
</tr>
<tr>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12</td>
<td>1</td>
<td>1</td>
<td>800</td>
<td>9,600</td>
<td>705</td>
<td>43</td>
<td>662</td>
<td>7,944</td>
</tr>
<tr>
<td>60</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>14</td>
<td>1</td>
<td>1</td>
<td>800</td>
<td>11,200</td>
<td>846</td>
<td>43</td>
<td>803</td>
<td>11,242</td>
</tr>
<tr>
<td>MR 6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6</td>
<td>1</td>
<td>1</td>
<td>800</td>
<td>4,800</td>
<td>846</td>
<td>57</td>
<td>450</td>
<td>5,076</td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>2</td>
<td>950</td>
<td>2,850</td>
<td>507</td>
<td>57</td>
<td>789</td>
<td>1,350</td>
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<td></td>
<td></td>
<td></td>
<td>12</td>
<td>2</td>
<td>2</td>
<td>950</td>
<td>11,400</td>
<td>846</td>
<td>57</td>
<td>946</td>
<td>9,468</td>
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<td>2</td>
<td>2</td>
<td>950</td>
<td>14,250</td>
<td>1,015</td>
<td>57</td>
<td>938</td>
<td>14,370</td>
</tr>
<tr>
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<td>950</td>
<td>5,700</td>
<td>1,015</td>
<td>609</td>
<td>1,015</td>
<td>6,090</td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>3</td>
<td>2</td>
<td>1,150</td>
<td>2,300</td>
<td>586</td>
<td>70</td>
<td>516</td>
<td>1,032</td>
</tr>
<tr>
<td>50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>3</td>
<td>2</td>
<td>1,150</td>
<td>11,500</td>
<td>978</td>
<td>70</td>
<td>908</td>
<td>9,080</td>
</tr>
<tr>
<td>60</td>
<td></td>
<td></td>
<td></td>
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<td>13</td>
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<td>2</td>
<td>1,150</td>
<td>14,950</td>
<td>1,173</td>
<td>70</td>
<td>1,103</td>
<td>14,339</td>
</tr>
<tr>
<td>MR 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>3</td>
<td>2</td>
<td>1,150</td>
<td>3,450</td>
<td>1,173</td>
<td>351</td>
<td>3,519</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>100</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>95,200</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>85,030</strong></td>
</tr>
</tbody>
</table>

- **Non Rental Income**: $0.00 per unit/month for: late fees, app fees, pet fees, NSF fees, retained deposits & interest income $2,000
- **TOTAL NONRENTAL INCOME**: $20.00
- **POTENTIAL GROSS MONTHLY INCOME**: 87,030
- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% (6,527)
- **Rental Concessions** (enter as a negative number)
- **EFFECTIVE GROSS MONTHLY INCOME**: 80,503
- **12 x EFFECTIVE GROSS ANNUAL INCOME**: 966,033

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

If a revised form is submitted, date of submission: 2/25/2019
<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>11%</td>
<td>9%</td>
</tr>
<tr>
<td>TC40%</td>
<td>40%</td>
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</tr>
<tr>
<td>TC50%</td>
<td>49%</td>
<td>42%</td>
</tr>
<tr>
<td>TC60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC70%</td>
<td>40%</td>
<td>34%</td>
</tr>
<tr>
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<tr>
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<td>85</td>
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<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>18%</td>
<td>15%</td>
</tr>
<tr>
<td>MR Total</td>
<td>15%</td>
<td>15</td>
</tr>
<tr>
<td>Total HTC Units</td>
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</tr>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
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</tr>
<tr>
<td></td>
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<td>36</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>36</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

**MORTGAGE REVENUE**

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB20%</td>
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<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**BOND**

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBM</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBM Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**DIRECT LOAN**

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

**OTHER**

|          | Total OT Units | 0          |

**ACQUISITION + HARD**

| Cost Per Sq Ft | 126.55 |

**HARD**

| Cost Per Sq Ft | 126.55 |

**BUILDING**

| Cost Per Sq Ft | 89.00 |

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.
2019 HTC
Full Application

Part 4 Tab 25

Utility Allowances
### Utility Allowances [§10.614]

Applicant must attach documentation to this form to support the "Utility Allowance" estimate used in completing the Rent Schedule provided in the Application. Where the Applicant uses any method that requires Department review, such review must have been requested prior to submission of the Application. Please see 10 TAC §10.614(k). This exhibit must clearly indicate which utility costs are included in the estimate.

If tenants will be required to pay any other mandatory fees (e.g. renter's insurance) please provide an estimate, description and documentation of those as well.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td>$11</td>
<td>$13</td>
<td>$15</td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$3</td>
<td>$5</td>
<td>$6</td>
<td></td>
<td></td>
<td>1/22/2019</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$13</td>
<td>$17</td>
<td>$22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$8</td>
<td>$11</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$8</td>
<td>$10</td>
<td>$12</td>
<td></td>
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<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Paid by Tenant</td>
<td></td>
<td></td>
<td>$ -</td>
<td>$43.0</td>
<td>$57.0</td>
<td>$70.0</td>
<td>$ -</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission: 2/25/2019
Dear Mr. Combs:

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

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

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

Please see attached schedule dated January 22, 2019. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

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

Sincerely,

[Signature]
Cody Campbell
Senior Compliance Monitor
<table>
<thead>
<tr>
<th>Locality</th>
<th>Green Discount</th>
<th>Unit Type</th>
<th>Date (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision at Patriot Parkway</td>
<td>None</td>
<td>Larger Apartment Bldgs. (5+ units)</td>
<td>1/22/2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Space Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Resistance</td>
<td>$9.95</td>
<td>$11.10</td>
<td>$13.18</td>
<td>$15.25</td>
<td>$17.32</td>
<td>$19.39</td>
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<tr>
<td>Electric Heat Pump</td>
<td></td>
<td></td>
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<tr>
<td>Fuel Oil</td>
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<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
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</tr>
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<td>Bottled Gas</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$2.82</td>
<td>$3.32</td>
<td>$4.80</td>
<td>$6.28</td>
<td>$7.76</td>
<td>$9.25</td>
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<td></td>
</tr>
<tr>
<td>Fuel Oil</td>
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</tr>
<tr>
<td>Other</td>
<td></td>
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<tr>
<td>Other - specify</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Other Electric</td>
<td>$10.64</td>
<td>$12.52</td>
<td>$17.42</td>
<td>$22.32</td>
<td>$27.22</td>
<td>$32.12</td>
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<tr>
<td>Air Conditioning</td>
<td>$6.88</td>
<td>$7.86</td>
<td>$10.89</td>
<td>$13.93</td>
<td>$16.97</td>
<td>$20.00</td>
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<tr>
<td>Water Heating</td>
<td></td>
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</tr>
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<td>Natural Gas</td>
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<td></td>
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<tr>
<td>Electric</td>
<td>$6.57</td>
<td>$7.73</td>
<td>$9.86</td>
<td>$12.00</td>
<td>$14.13</td>
<td>$16.26</td>
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<tr>
<td>Electric Heat Pump</td>
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<tr>
<td>Fuel Oil</td>
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<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refrigerator</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>$36.66</td>
<td>$42.53</td>
<td>$56.15</td>
<td>$69.77</td>
<td>$83.40</td>
<td>$97.02</td>
</tr>
<tr>
<td>Total Allowance (Rounded Up)</td>
<td>$37.00</td>
<td>$43.00</td>
<td>$57.00</td>
<td>$70.00</td>
<td>$84.00</td>
<td>$98.00</td>
</tr>
</tbody>
</table>
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$11,170</td>
</tr>
<tr>
<td>Advertising</td>
<td>$6,700</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$8,375</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$4,020</td>
</tr>
<tr>
<td>Telephone</td>
<td>$4,020</td>
</tr>
<tr>
<td>Other travel/internet/cable</td>
<td>$5,140</td>
</tr>
<tr>
<td>Other training</td>
<td>$1,675</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$41,100</strong></td>
</tr>
</tbody>
</table>

### Management Fee:

<table>
<thead>
<tr>
<th>Percent of Effective Gross Income</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00%</td>
<td>$48,302</td>
</tr>
</tbody>
</table>

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$55,160</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$50,990</td>
</tr>
<tr>
<td>Other part time janitor and assistant maintenance</td>
<td>$26,535</td>
</tr>
<tr>
<td>Other taxes/benefits/incentives</td>
<td>$4,415</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$137,100</strong></td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,785</td>
</tr>
<tr>
<td>Grounds</td>
<td>$13,930</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$22,285</td>
</tr>
<tr>
<td>Repairs</td>
<td>$13,930</td>
</tr>
<tr>
<td>Pool</td>
<td>$3,720</td>
</tr>
<tr>
<td>Other fire sprinklers</td>
<td>$3,350</td>
</tr>
<tr>
<td>Other describe</td>
<td></td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$60,000</strong></td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Subcategory</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td></td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td></td>
</tr>
<tr>
<td>Water/Sewer</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$82,700</strong></td>
</tr>
</tbody>
</table>

### Annual Property Insurance:

<table>
<thead>
<tr>
<th>Rate per net rentable square foot</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.43</td>
<td>$40,936</td>
</tr>
</tbody>
</table>

### Property Taxes:

<table>
<thead>
<tr>
<th>Published Capitalization Rate</th>
<th>Source</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.00%</td>
<td>Johnson</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$106,906</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$106,906</strong></td>
</tr>
</tbody>
</table>

### Reserve for Replacements:

<table>
<thead>
<tr>
<th>Annual reserves per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250</td>
<td>$25,000</td>
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</tbody>
</table>

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td></td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$3,400</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></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other describe</td>
<td></td>
</tr>
<tr>
<td>Other describe</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$3,400</strong></td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Expense per unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5454</td>
</tr>
<tr>
<td><strong>Expense per unit:</strong></td>
<td><strong>$545,444</strong></td>
</tr>
<tr>
<td><strong>Expense to Income Ratio:</strong></td>
<td><strong>56.46%</strong></td>
</tr>
</tbody>
</table>

### NET OPERATING INCOME (before debt service)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>$420,589</strong></td>
</tr>
</tbody>
</table>

### Annual Debt Service

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citi</td>
<td>$348,179</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Debt Service:</strong></td>
<td><strong>$348,179</strong></td>
</tr>
<tr>
<td><strong>Debt Coverage Ratio:</strong></td>
<td>1.21</td>
</tr>
</tbody>
</table>

### NET CASH FLOW

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$72,410</strong></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/25/2019
# 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.

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,020,360</td>
<td>$1,040,767</td>
<td>$1,061,583</td>
<td>$1,082,814</td>
<td>$1,104,470</td>
<td>$1,219,425</td>
<td>$1,346,343</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$24,000</td>
<td>$24,480</td>
<td>$24,970</td>
<td>$25,469</td>
<td>$25,978</td>
<td>$28,682</td>
<td>$31,667</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,044,360</td>
<td>$1,065,247</td>
<td>$1,086,552</td>
<td>$1,108,283</td>
<td>$1,130,449</td>
<td>$1,248,107</td>
<td>$1,378,011</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(78,327)</td>
<td>$(79,894)</td>
<td>$(81,491)</td>
<td>$(83,121)</td>
<td>$(84,784)</td>
<td>$(93,608)</td>
<td>$(103,351)</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>$966,033</td>
<td>$985,354</td>
<td>$1,005,061</td>
<td>$1,025,162</td>
<td>$1,045,665</td>
<td>$1,154,499</td>
<td>$1,274,660</td>
</tr>
</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$41,100</td>
<td>$42,333</td>
<td>$43,603</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$53,626</td>
<td>$62,167</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$48,302</td>
<td>$49,268</td>
<td>$50,253</td>
<td>$51,258</td>
<td>$52,284</td>
<td>$57,725</td>
<td>$63,733</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$137,100</td>
<td>$141,213</td>
<td>$145,449</td>
<td>$149,813</td>
<td>$154,307</td>
<td>$178,884</td>
<td>$207,376</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,313</td>
<td>$78,286</td>
<td>$90,755</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$17,100</td>
<td>$17,613</td>
<td>$18,141</td>
<td>$18,686</td>
<td>$19,246</td>
<td>$22,312</td>
<td>$25,865</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$65,600</td>
<td>$67,568</td>
<td>$69,595</td>
<td>$71,683</td>
<td>$73,833</td>
<td>$85,593</td>
<td>$99,226</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$106,906</td>
<td>$110,113</td>
<td>$113,417</td>
<td>$116,819</td>
<td>$120,324</td>
<td>$139,488</td>
<td>$161,705</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,619</td>
<td>$37,815</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,400</td>
<td>$3,502</td>
<td>$3,607</td>
<td>$3,715</td>
<td>$3,827</td>
<td>$4,436</td>
<td>$5,143</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$420,589</td>
<td>$424,029</td>
<td>$427,389</td>
<td>$430,663</td>
<td>$433,844</td>
<td>$448,116</td>
<td>$458,955</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</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>TOTAL ANNUAL NET CASH FLOW</td>
<td>$72,410</td>
<td>$75,850</td>
<td>$79,210</td>
<td>$82,484</td>
<td>$85,665</td>
<td>$99,937</td>
<td>$110,776</td>
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</table>

## NET OPERATING INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>$420,589</td>
<td>$424,029</td>
<td>$427,389</td>
<td>$430,663</td>
<td>$433,844</td>
<td>$448,116</td>
<td>$458,955</td>
<td></td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)

**Signature, Authorized Representative, Construction or Permanent Lender**

**Printed Name**

**Phone:**

**Email:**

**Date**

**Signature, Authorized Representative, Syndicator**

**Printed Name**

**Date**

If a revised form is submitted, date of submission:

2/25/2019
## 15 Year Rental Housing Operating Pro Forma (All Programs)

A 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 assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### Income

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Gross Annual Rent</td>
<td>$1,020,360</td>
<td>$1,040,767</td>
<td>$1,061,583</td>
<td>$1,082,814</td>
<td>$1,104,470</td>
<td>$1,219,425</td>
<td>$1,346,343</td>
</tr>
<tr>
<td>Condominium</td>
<td>$24,000</td>
<td>$24,480</td>
<td>$24,970</td>
<td>$25,469</td>
<td>$25,978</td>
<td>$28,682</td>
<td>$31,667</td>
</tr>
<tr>
<td>Total Gross Annual Rent</td>
<td>$1,044,360</td>
<td>$1,065,247</td>
<td>$1,086,552</td>
<td>$1,108,283</td>
<td>$1,130,449</td>
<td>$1,248,107</td>
<td>$1,378,011</td>
</tr>
<tr>
<td>Operating for Vacancy &amp;</td>
<td>($78,327)</td>
<td>($79,894)</td>
<td>($81,491)</td>
<td>($83,121)</td>
<td>($84,784)</td>
<td>($93,608)</td>
<td>($103,351)</td>
</tr>
<tr>
<td>Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FUCTIVE GROSS ANNUAL IN</td>
<td>$966,033</td>
<td>$985,354</td>
<td>$1,005,061</td>
<td>$1,025,162</td>
<td>$1,045,665</td>
<td>$1,154,499</td>
<td>$1,274,660</td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative</td>
<td>$41,100</td>
<td>$42,333</td>
<td>$43,603</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$53,626</td>
<td>$62,167</td>
</tr>
<tr>
<td>Fees</td>
<td>$48,302</td>
<td>$49,268</td>
<td>$50,253</td>
<td>$51,258</td>
<td>$52,284</td>
<td>$57,725</td>
<td>$63,733</td>
</tr>
<tr>
<td>Total</td>
<td>$137,100</td>
<td>$141,591</td>
<td>$145,449</td>
<td>$149,169</td>
<td>$154,317</td>
<td>$178,844</td>
<td>$207,376</td>
</tr>
<tr>
<td>Property &amp; Maintenance</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,531</td>
<td>$78,286</td>
<td>$90,755</td>
</tr>
<tr>
<td>Utilities</td>
<td>$17,100</td>
<td>$17,613</td>
<td>$18,141</td>
<td>$18,686</td>
<td>$19,246</td>
<td>$22,312</td>
<td>$25,865</td>
</tr>
<tr>
<td>Total</td>
<td>$88,200</td>
<td>$90,213</td>
<td>$93,805</td>
<td>$96,436</td>
<td>$100,287</td>
<td>$110,603</td>
<td>$126,220</td>
</tr>
<tr>
<td>Utilities</td>
<td>$65,600</td>
<td>$67,568</td>
<td>$69,595</td>
<td>$71,683</td>
<td>$73,833</td>
<td>$85,593</td>
<td>$99,226</td>
</tr>
<tr>
<td>Total</td>
<td>$106,000</td>
<td>$110,113</td>
<td>$113,417</td>
<td>$116,819</td>
<td>$120,324</td>
<td>$139,488</td>
<td>$161,705</td>
</tr>
<tr>
<td>Depreciation &amp; Mainten</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,619</td>
<td>$37,815</td>
</tr>
<tr>
<td>Total</td>
<td>$34,000</td>
<td>$35,020</td>
<td>$36,200</td>
<td>$37,600</td>
<td>$38,478</td>
<td>$44,218</td>
<td>$51,535</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$545,444</td>
<td>$561,324</td>
<td>$577,671</td>
<td>$594,499</td>
<td>$611,821</td>
<td>$706,383</td>
<td>$815,705</td>
</tr>
<tr>
<td>Operating Income</td>
<td>$420,589</td>
<td>$424,029</td>
<td>$427,389</td>
<td>$430,663</td>
<td>$433,844</td>
<td>$448,116</td>
<td>$458,995</td>
</tr>
</tbody>
</table>

### Debt Service

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Deed of Trust Annual Loan</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
</tr>
<tr>
<td>2nd Deed of Trust Annual Loan</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
</tr>
<tr>
<td>3rd Deed of Trust Annual Loan</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
</tr>
<tr>
<td>4th Deed of Trust Annual Loan</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
</tr>
<tr>
<td>5th Deed of Trust Annual Loan</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
</tr>
</tbody>
</table>

**Risk Coverage Ratio:**

|                                | 1.21         | 1.22         | 1.23         | 1.24         | 1.25         | 1.29         | 1.32         |

**Signature, Authorized Representative, Construction or Permanent Lender:**

**Printed Name:**

**Phone:**

**Email:**

**Date:**

**Statement:**

We certify that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for projects under $119(e)(1) relating to Financial Feasibility.)

**Signature:**

**Printed Name:**

**Phone:**

**Email:**

**Date:**

2/25/20
# 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>$1,020,360</td>
<td>$1,040,767</td>
<td>$1,061,583</td>
<td>$1,082,814</td>
<td>$1,104,470</td>
<td>$1,219,425</td>
<td>$1,346,343</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$24,000</td>
<td>$24,480</td>
<td>$24,970</td>
<td>$25,469</td>
<td>$25,978</td>
<td>$26,682</td>
<td>$31,667</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,044,360</td>
<td>$1,065,247</td>
<td>$1,086,552</td>
<td>$1,108,283</td>
<td>$1,130,449</td>
<td>$1,248,107</td>
<td>$1,378,013</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($578,327)</td>
<td>($579,894)</td>
<td>($581,491)</td>
<td>($583,121)</td>
<td>($584,784)</td>
<td>($585,608)</td>
<td>($583,351)</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>$466,033</td>
<td>$485,354</td>
<td>$500,061</td>
<td>$515,262</td>
<td>$534,357</td>
<td>$594,420</td>
<td>$627,360</td>
</tr>
</tbody>
</table>

| EXPENSES                        |                   |                   |                   |                   |                   |                   |                   |
| General & Administrative Expenses | $41,100           | $42,333           | $43,603           | $44,911           | $46,258           | $53,626           | $564,197           |
| Management Fee                  | $48,360           | $49,608           | $50,253           | $51,258           | $52,284           | $57,259           | $63,729           |
| Payroll, Payroll Tax & Employee Benefits | $137,163         | $141,213          | $145,449          | $149,813          | $154,207          | $178,884          | $207,376          |
| Repairs & Maintenance           | $60,000           | $61,800           | $63,654           | $65,564           | $67,531           | $78,286           | $90,755           |
| Electric & Gas Utilities        | $12,100           | $12,763           | $13,161           | $13,668           | $14,246           | $22,312           | $25,865           |
| Water, Sewer & Trash Utilities | $65,000           | $67,595           | $69,595           | $71,483           | $73,833           | $85,691           | $99,226           |
| Annual Property Insurance Premiums | $42,106           | $42,164           | $43,429           | $44,732           | $46,074           | $53,912           | $61,919           |
| Property Tax                    | $106,906          | $110,113          | $113,417          | $116,819          | $120,324          | $139,488          | $161,705          |
| Reserve for replacements        | $25,000           | $25,750           | $26,523           | $27,318           | $28,138           | $31,619           | $37,815           |
| Other Expenses                  | $3,400            | $3,502            | $3,607            | $3,715            | $3,827            | $4,436            | $5,149            |
| TOTAL ANNUAL EXPENSES           | $545,444          | $561,324          | $577,671          | $594,499          | $611,821          | $706,381          | $815,705          |
| NET OPERATING INCOME            | $420,589          | $424,029          | $427,388          | $430,668          | $433,844          | $446,116          | $458,955          |

| DEBT SERVICE                    |                   |                   |                   |                   |                   |                   |                   |
| First Deed of Trust Loan Payment | $348,179          | $348,179          | $348,179          | $348,179          | $348,179          | $348,179          | $348,179          |
| Second Deed of Trust Loan Payment |                   |                   |                   |                   |                   |                   |                   |
| Third Deed of Trust Loan Payment |                   |                   |                   |                   |                   |                   |                   |
| Other Annual Required Payment   |                   |                   |                   |                   |                   |                   |                   |
| Other Annual Required Payment   |                   |                   |                   |                   |                   |                   |                   |
| ANNUAL NET CASH FLOW            | $72,410           | $75,850           | $79,210           | $82,484           | $85,665           | $99,937           | $113,776          |
| CUMULATIVE NET CASH FLOW        | $72,410           | $148,260          | $227,471          | $309,955          | $395,620          | $595,624          | $1,383,008         |
| Debt Coverage Ratio             | 1.21              | 1.22              | 1.23              | 1.24              | 1.25              | 1.29              | 1.32              |

**By signing below, I/we are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, unit operating expenses, net operating income, and debt service coverage based on the base case, in accordance with the loan terms outlined in the term sheet and/or prospectus.**

Signature, Authorized Representative, Construction or Permanent Lender

Mark Sherman
Printed Name
2/19/19

Phone: 212-723-4205
Email: mark.sherman@certii.com

Date: 2/26/2019
2019 HTC
Full Application

Part 4 Tab 28

Offsite Cost Breakdown
**Off-Site Cost Breakdown**

This form must be submitted with the Development Cost Schedule if the development has offsite costs, whether those costs are included in the budget as a line item, embedded in the acquisition costs, or referenced in utility provider letters. Therefore, the total costs listed on this worksheet may or may not exactly correspond with those off-site costs indicated on the Development Costs Schedule. However, all costs listed here should be able to be justified in another place in the application.

Column A: The offsite activity reflected here should correspond to the offsite activity reflected in the Development Cost Schedule or other supporting documentation.

Columns B and C: In determining actual construction cost, two different methods may be used:

Column D: To arrive at total construction costs in Column D:

Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

Column F: Engineering/architectural costs must be broken out by the offsite work activity.

Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT on this form**

**This form must be completed by a professional engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Drive</td>
<td></td>
<td></td>
<td>$60,000.00</td>
<td></td>
<td>$60,000.00</td>
<td></td>
</tr>
<tr>
<td>Detention Pond</td>
<td></td>
<td></td>
<td>$50,000.00</td>
<td></td>
<td>$50,000.00</td>
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<tr>
<td>Off-site Utilities</td>
<td></td>
<td></td>
<td>$115,000.00</td>
<td></td>
<td>$115,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Lines 35-37 Hidden

Total: $225,000

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Seal

Date: 2-21-19

If a revised form is submitted, date of submission:
Site Work Cost Breakdown
## Site Work Cost Breakdown

This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; **OR**
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

**Column E:** Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity.

**Column F:** Engineering/architectural costs must be broken out by the Site Work activity.

**Column G:** Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

*For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.*

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough Grading</td>
<td></td>
<td></td>
<td>$384,800.00</td>
<td></td>
<td>$384,800</td>
<td>$384,800</td>
</tr>
<tr>
<td>Fine Grading</td>
<td></td>
<td></td>
<td>$74,000.00</td>
<td></td>
<td>$74,000</td>
<td>$74,000</td>
</tr>
<tr>
<td>On-Site Concrete</td>
<td></td>
<td></td>
<td>$458,800.00</td>
<td></td>
<td>$458,800</td>
<td>$458,800</td>
</tr>
<tr>
<td>On-Site Electrical</td>
<td></td>
<td></td>
<td>$118,400.00</td>
<td></td>
<td>$118,400</td>
<td>$118,400</td>
</tr>
<tr>
<td>On-Site Utilities</td>
<td></td>
<td></td>
<td>$429,200.00</td>
<td></td>
<td>$429,200</td>
<td>$429,200</td>
</tr>
<tr>
<td>Bumper Stops, striping &amp; signs</td>
<td></td>
<td></td>
<td>$14,800.00</td>
<td></td>
<td>$14,800</td>
<td>$14,800</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>1,480,000</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer  
Printed Name  
Seal  
Date  
If a revised form is submitted, date of submission: 2-21-19
Development Cost Schedule
## Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

### Total Development Summary

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Acquisition</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,014,760</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>15,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,029,760</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Off-Sites</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>115,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>60,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>50,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$225,000</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>Site Work</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>384,800</td>
<td></td>
<td>384,800</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>74,000</td>
<td></td>
<td>74,000</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>458,800</td>
<td></td>
<td>458,800</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>118,400</td>
<td></td>
<td>118,400</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>429,200</td>
<td></td>
<td>429,200</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>14,800</td>
<td></td>
<td>14,800</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,480,000</td>
<td>$0</td>
<td>$1,480,000</td>
<td></td>
</tr>
<tr>
<td><strong>Site Amenities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>282,609</td>
<td></td>
<td>282,609</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>169,565</td>
<td></td>
<td>169,565</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>28,261</td>
<td></td>
<td>28,261</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>142,435</td>
<td></td>
<td>142,435</td>
<td></td>
</tr>
<tr>
<td>amenity equipment and furniture</td>
<td>27,130</td>
<td></td>
<td>27,130</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$650,000</td>
<td>$0</td>
<td>$650,000</td>
<td></td>
</tr>
</tbody>
</table>
### BUILDING COSTS*:

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>937,536</td>
<td>937,536</td>
</tr>
<tr>
<td>Masonry</td>
<td>542,218</td>
<td>542,218</td>
</tr>
<tr>
<td>Metals</td>
<td>142,919</td>
<td>142,919</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,677,569</td>
<td>2,677,569</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>154,137</td>
<td>154,137</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>79,697</td>
<td>79,697</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>287,570</td>
<td>287,570</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,125,566</td>
<td>1,125,566</td>
</tr>
<tr>
<td>Specialties</td>
<td>165,800</td>
<td>165,800</td>
</tr>
<tr>
<td>Equipment</td>
<td>205,505</td>
<td>205,505</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,261,333</td>
<td>1,261,333</td>
</tr>
<tr>
<td>Electrical</td>
<td>892,949</td>
<td>892,949</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

Detached Community Facilities/Building
Carports and/or Garages
Lead-Based Paint Abatement
Asbestos Abatement (Rehabilitation Only)
Structured Parking
Commercial Space Costs

**Other (specify) - see footnote 1**

<table>
<thead>
<tr>
<th>Subtotal Building Costs</th>
<th>$8,472,799</th>
<th>$0</th>
<th>$8,472,799</th>
</tr>
</thead>
</table>

**Subtotal Building Costs Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th>Voluntary Eligible Building Costs (After 11.9(e)(2))*</th>
<th>$81.80 psf</th>
<th>$7,787,360</th>
</tr>
</thead>
</table>

**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**

<table>
<thead>
<tr>
<th>(including site amenities)</th>
<th>$10,602,799</th>
<th>$0</th>
<th>$9,917,360</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contingency</th>
<th>6.85%</th>
<th>$742,196</th>
<th>$694,215</th>
</tr>
</thead>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>THC</th>
<th>%EHC</th>
<th>EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.32%</td>
<td>615,408</td>
<td>615,408</td>
<td>5.80%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>1.77%</td>
<td>205,136</td>
<td>205,136</td>
<td>1.93%</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>5.32%</td>
<td>615,408</td>
<td>615,408</td>
<td>5.80%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.32%</td>
<td>615,408</td>
<td>615,408</td>
<td>5.80%</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th>$1,435,952</th>
<th>$0</th>
<th>$1,435,952</th>
</tr>
</thead>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th>Before 11.9(e)(2)</th>
<th>$13,005,947</th>
<th>$0</th>
<th>$12,047,527</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Voluntary Eligible &quot;Hard Costs&quot; (After 11.9(e)(2))*</th>
<th>$0.00 psf</th>
</tr>
</thead>
</table>

**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.**

2/25/2019
### Soft Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>90,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architecture - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**: $1,301,200

### Financing

#### Construction Loan(s)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>810,021</td>
<td>414,757</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>65,000</td>
<td>65,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soft loan pre-dev int</td>
<td>15,000</td>
<td>15,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**: $1,301,200

#### Permanent Loan(s)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>53,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**: $1,301,200

#### Bridge Loan(s)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**: $1,301,200

$500 fee waiver will be applied to permitting costs.
## OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>74,500</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td>116,928</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>116,928</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>50,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
</tbody>
</table>

Subtotal Financing Cost: $1,459,449

## DEVELOPER FEES

<table>
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<tr>
<th>Category</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>200,000</td>
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<tr>
<td>General &amp; administrative</td>
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<tr>
<td>Profit or fee</td>
<td>1,935,312</td>
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Subtotal Developer Fees 15.00%: $2,279,075

## RESERVES

<table>
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<th>Category</th>
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</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
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</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>446,811</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: $596,811

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

## TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>150,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>446,811</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>446,811</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: $596,811

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

### Deduct From Basis:

- Federal grants used to finance costs in Eligible Basis
- Non-qualified non-recourse financing
- Non-qualified portion of higher quality units §42(d)(5)
- Historic Credits (residential portion only)

Total Eligible Basis: $0 $16,370,724

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

Total Adjusted Basis: $0 $21,281,941

Applicable Fraction 85%

Total Qualified Basis: $18,089,650 $0 $18,089,650

Applicable Percentage 9.00%

Credits Supported by Eligible Basis: $1,628,068 $0 $1,628,068

Credit Request (from 17.Development Narrative) $1,500,000

Requested Score for 11.9(e)(2) 12

*11.9(c)(2) Cost Per Square Foot: DO NOT ROUND!* Applicants are advised to ensure that the figure is not rounding down to the maximum dollar figure to support the elected points.

Name of contact for Cost Estimate: Dan Rigney

Phone Number for Contact: 512-992-1913

If a revised form is submitted, date of submission: 2/25/2019
2019 HTC Full Application

Part 4 Tab 31

Financing Narrative and
Summary of Sources and Uses
## 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).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>$0</td>
<td>-</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$15,000,000</td>
<td>5.50%</td>
</tr>
</tbody>
</table>

### Third Party Equity

Citi

| HTC                   | $1,500,000           | $2,047,295          | $13,648,635       | 0.91           |

### Grant

City of Venus

| $11.9(d)(2)LPS Contribution | $500 |

### Deferred Developer Fee

Dallas Region Developer, LLC

| $1,023,107 |

### Other

Direct Loan Match

| Total Sources of Funds | $17,047,295 |
| Total Uses of Funds    | $19,672,242 |

### 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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,000,000 and will be interest-only at an interest rate of 5.50%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,000,000 at an interest rate of 6.15%. The conventional loan will be amortized over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of 0.91. The total equity contribution will $13,648,635 with 15% of the equity coming in during construction, or $2,047,295. It is currently estimated that $1,023,107 in developer fees will be deferred. The City Venus will provide fee waivers in the amount of $500.

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.

Annual replacement reserves are estimate to be $250/unit. Operating reserves are being required in the amount of $446,811 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.)
By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Telephone: ____________________________

Email address: ____________________________

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

Printed Name

Date
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 any assumptions other than straight-line growth made during the pro forma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Gross Annual Rental Income</td>
<td>$1,020,360</td>
<td>$1,040,767</td>
<td>$1,061,583</td>
<td>$1,082,814</td>
<td>$1,104,470</td>
<td>$1,129,425</td>
<td>$1,346,343</td>
</tr>
<tr>
<td>condoary Income</td>
<td>$24,000</td>
<td>$24,480</td>
<td>$24,970</td>
<td>$25,469</td>
<td>$25,978</td>
<td>$26,482</td>
<td>$31,667</td>
</tr>
<tr>
<td>Total Gross Annual Income</td>
<td>$1,044,360</td>
<td>$1,065,247</td>
<td>$1,086,552</td>
<td>$1,108,283</td>
<td>$1,130,449</td>
<td>$1,154,907</td>
<td>$1,378,011</td>
</tr>
<tr>
<td>provision for Vacancy &amp; Collection Loss</td>
<td>($78,377)</td>
<td>($79,894)</td>
<td>($81,491)</td>
<td>($83,121)</td>
<td>($84,784)</td>
<td>($86,408)</td>
<td>($103,351)</td>
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<tr>
<td>net Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FECTIVE GROSS ANNUAL INCOME</td>
<td>$996,033</td>
<td>$985,354</td>
<td>$1,005,061</td>
<td>$1,025,162</td>
<td>$1,045,665</td>
<td>$1,084,999</td>
<td>$1,274,660</td>
</tr>
</tbody>
</table>

| EXPENSES                      |          |          |          |          |          |          |          |
| General & Administrative Expenses | $41,100  | $42,333  | $43,603  | $44,911  | $46,258  | $53,626  | $62,167  |
| onagement Fee                 | $48,002  | $49,268  | $50,523  | $51,758  | $52,984  | $57,125  | $66,533  |
| payroll Tax & Employee Benefits | $137,100 | $141,213 | $145,449 | $149,813 | $154,307 | $178,884 | $207,376 |
| epairs & Maintenance          | $60,000  | $61,800  | $63,654  | $65,564  | $67,331  | $78,860  | $90,755  |
| Electric & Gas Utilities      | $17,100  | $17,613  | $18,141  | $18,686  | $19,246  | $22,312  | $25,865  |
| eter, Sewer & Trash Utilities | $6,560   | $6,756   | $6,959   | $7,168   | $7,333   | $8,593   | $9,226   |
| roperty Insurance Premiums    | $40,936  | $42,164  | $43,429  | $44,732  | $46,074  | $53,412  | $61,919  |
| roperty Tax                   | $106,906 | $110,113 | $113,417 | $116,819 | $120,324 | $139,488 | $161,705 |
| ervice for Replacements       | $25,000  | $25,750  | $26,523  | $27,318  | $28,138  | $32,619  | $37,815  |
| her Expenses                  | $3,400   | $3,502   | $3,607   | $3,715   | $3,827   | $4,366   | $5,143   |
| ALANUAL EXPENSES              | $545,444 | $561,324 | $577,671 | $594,499 | $611,821 | $706,833 | $815,705 |
| OPERATING INCOME              | $420,589 | $424,029 | $427,389 | $430,663 | $433,844 | $448,116 | $458,955 |

| DEBT SERVICE                  |          |          |          |          |          |          |          |
| 1st Deed of Trust Annual Loan Payment | $348,179  | $348,179  | $348,179  | $348,179  | $348,179  | $348,179  |
| ond Deed of Trust Annual Loan Payment |          |          |          |          |          |          |          |
| ird Deed of Trust Annual Loan Payment |          |          |          |          |          |          |          |
| her Annual Required Payment   |          |          |          |          |          |          |          |
| her Annual Required Payment   |          |          |          |          |          |          |          |

ITALIAL NET CASH FLOW | $72,410 | $75,850 | $79,210 | $82,484 | $85,665 | $99,937 | $110,776 |
IMULATIVE NET CASH FLOW | $72,410 | $148,260 | $227,471 | $309,955 | $395,620 | $859,624 | $1,386,406 |
bt Coverage Ratio | 1.21 | 1.22 | 1.23 | 1.24 | 1.25 | 1.29 | 1.32 |

[Signature, Authorized Representative, Construction or Permanent Lender]

[Printed Name]

[Phone: 713-759-5046]
[Email: mahanaiyer@ctb.com]

[Date: 2/25/19]

We certify 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 a minimum debt coverage ratio of 1.15. (Signature only required if using this pro forma for points under $11.9(e)(1) relating to Financial Feasibility)
## 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).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Perm. (Repayable)</td>
<td>50</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>50</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>50</td>
<td>$ -</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>50</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>Citi</strong></td>
<td>Conventional Loan</td>
<td>$15,000,000</td>
<td>5.50%</td>
</tr>
</tbody>
</table>

**Third Party Equity**

| **Citi**               | HTC $15,000,000     | $2,729,727          | $13,648,635      | 0.01         |

**Grant**

| City of Venus          | $11,364,635         | $500                |

**Deferred Developer Fee**

| Dallas Region Developer, LLC | $1,023,107 |

**Other**

| Direct Loan Match       |                     |                     |                     |                     |                     |

**Total Sources of Funds**

| $17,729,727 | $19,572,242 |

**Total Uses of Funds**

| $19,572,242 |

**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 use) 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 following 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.

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,000,000 and will be interest only at an interest rate of 5.50% Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,000,000 at an interest rate of 6.15%. The conventional loan will be amortized over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of 0.91%. The total equity contribution will be $13,648,635 with 20% of the equity coming in during construction, or $2,729,727. It is currently estimated that $1,023,107 in developer fees will be deferred. The City of Venus will provide fee waivers in the amount of $500.

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.

Annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $446,811 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items (rents, operating subsidies, project-based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.)
By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender: Mahesh Aiyer
Printed Name: Mahesh Aiyer
Date: 2/05/19

Telephone: 718-752-5046
Email address: mahesh.aiyer@citi.com

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

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

## INCOME

<table>
<thead>
<tr>
<th>YEAR</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>10</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,020,360</td>
<td>$1,040,767</td>
<td>$1,061,583</td>
<td>$1,082,814</td>
<td>$1,104,470</td>
<td>$1,219,475</td>
<td>$1,346,343</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$24,000</td>
<td>$24,480</td>
<td>$24,970</td>
<td>$25,469</td>
<td>$25,978</td>
<td>$28,582</td>
<td>$31,667</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,044,360</td>
<td>$1,065,247</td>
<td>$1,086,552</td>
<td>$1,108,283</td>
<td>$1,130,449</td>
<td>$1,248,071</td>
<td>$1,378,011</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($578,327)</td>
<td>($579,894)</td>
<td>($581,491)</td>
<td>($583,121)</td>
<td>($584,784)</td>
<td>($593,608)</td>
<td>($603,351)</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>$466,033</td>
<td>$485,354</td>
<td>$500,061</td>
<td>$525,162</td>
<td>$546,665</td>
<td>$594,463</td>
<td>$674,660</td>
</tr>
</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th>Category</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>$41,100</td>
<td>$42,333</td>
<td>$43,633</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$55,626</td>
<td>$66,197</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$48,302</td>
<td>$49,298</td>
<td>$50,293</td>
<td>$51,298</td>
<td>$52,298</td>
<td>$57,756</td>
<td>$63,733</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$137,100</td>
<td>$143,213</td>
<td>$149,449</td>
<td>$154,307</td>
<td>$158,884</td>
<td>$207,376</td>
<td>$253,217</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,531</td>
<td>$78,286</td>
<td>$90,755</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$17,100</td>
<td>$18,612</td>
<td>$19,141</td>
<td>$18,866</td>
<td>$18,956</td>
<td>$21,312</td>
<td>$25,865</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$65,600</td>
<td>$67,588</td>
<td>$69,595</td>
<td>$71,683</td>
<td>$73,833</td>
<td>$85,691</td>
<td>$99,226</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$106,906</td>
<td>$110,113</td>
<td>$113,417</td>
<td>$116,819</td>
<td>$120,324</td>
<td>$139,488</td>
<td>$163,705</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,000</td>
<td>$20,750</td>
<td>$26,623</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,619</td>
<td>$37,815</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,400</td>
<td>$3,502</td>
<td>$3,607</td>
<td>$3,715</td>
<td>$3,827</td>
<td>$4,336</td>
<td>$5,149</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$545,444</td>
<td>$561,324</td>
<td>$577,671</td>
<td>$594,499</td>
<td>$611,821</td>
<td>$704,381</td>
<td>$815,705</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$420,589</td>
<td>$424,029</td>
<td>$427,389</td>
<td>$430,663</td>
<td>$433,844</td>
<td>$448,114</td>
<td>$458,955</td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>Loan Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$348,179</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$348,179</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$348,179</td>
</tr>
</tbody>
</table>

## CUMULATIVE NET CASH FLOW

<table>
<thead>
<tr>
<th>Year</th>
<th>Cumulative Net Cash Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$72,410</td>
</tr>
<tr>
<td>2</td>
<td>$148,260</td>
</tr>
<tr>
<td>3</td>
<td>$224,741</td>
</tr>
<tr>
<td>4</td>
<td>$305,955</td>
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<tr>
<td>5</td>
<td>$395,620</td>
</tr>
<tr>
<td>10</td>
<td>$859,624</td>
</tr>
<tr>
<td>15</td>
<td>$1,344,009</td>
</tr>
</tbody>
</table>

## Debt Coverage Ratio

<table>
<thead>
<tr>
<th>Year</th>
<th>Debt Coverage Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2.21</td>
</tr>
<tr>
<td>2</td>
<td>2.22</td>
</tr>
<tr>
<td>3</td>
<td>2.23</td>
</tr>
<tr>
<td>4</td>
<td>2.24</td>
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</tbody>
</table>

---

**Signature:** Mark Sherman  
**Printed Name:** Mark Sherman  
**Phone:** 212-723-4205  
**Email:** mark.sherman@ctfi.com  
**Date:** 2/25/2019
### 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 Costs Schedule).

#### Financing Participants

<table>
<thead>
<tr>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amort</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ization</td>
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<td></td>
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<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$15,000,000</td>
<td>5.50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,729,727</td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Venus</td>
<td>§11.9(d)(2)</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dallas Region Developer, LLC</td>
<td></td>
<td></td>
<td>$1,023,107</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td>$1,500,000</td>
<td>$2,729,727</td>
</tr>
</tbody>
</table>

#### Debit Schedule of Sources of Funds and Financing Narrative

<table>
<thead>
<tr>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%</th>
<th>Amortization</th>
<th>Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Conventional Loan</td>
<td>$15,000,000</td>
<td>5.50%</td>
<td>1st</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

#### Instructions:

- **Describe the sources of funds that will finance Development.** The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves.
- Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.
- **Describe the replacement reserves.** Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

#### Debit

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,000,000 and will be interest-only at an interest rate of 5.50%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,000,000 at an interest rate of 6.15%. The conventional loan will be amortized over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of $0.91. The total equity contribution will be $13,648,635 with 20% of the equity coming in during construction, or $2,729,727. It is currently estimated that $1,023,107 in developer fees will be deferred. The City Venus will provide fee waivers in the amount of $500.

#### Debit

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.

Annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $446,811 and rent-up reserves are being required in the amount of $150,000.

#### Debit

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.

#### Debit

Total Sources of Funds | $17,729,727 | $19,672,242
Total Uses of Funds | $19,672,242

**INSTRUCTIONS:** 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.
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. This certification is for application purposes only and is not intended to be, and shall not constitute a commitment to lend, syndicate a financing, underwrite or purchase securities or leases associated with the Project, commit capital, or provide or arrange any portion of the financing for the Project.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Sherman</td>
<td></td>
<td>2/27/19</td>
</tr>
</tbody>
</table>

Telephone: 212-723-4205
Email address: mark.sherman@citi.com

If a revised form is submitted, date of submission: ______
2019 HTC
Full Application

Part 4 Tab 32
Multifamily Direct Loan
Financial Capacity

NA
This Tab is Not Applicable
2019 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan
Match Funds
This Tab is Not Applicable
2019 HTC
Full Application

Part 4 Tab 34

Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

### 1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))

Name of the Local Political Subdivision providing the funding:

| City of Venus |

- 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: 9.00% |
| HTC funding request as a percent of Total Housing Development Cost: 7.62% |

| 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 |

Self Score Total: 119
2019 HTC
Full Application

Part 4 Tab 35

Finance Supporting Documents
## Supporting Documents Should be Included Behind this Tab

**ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES**

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of all Permanent and Construction Financing (term sheets, loan agreements)
  
  **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
- [x] 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.
- [x] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

- [ ] Evidence of Rental Assistance/Subsidy
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 25, 2019

Ryan Combs
2501 North Harwood Street, Suite 1520
Dallas, Texas 75201

Re: Provision at Patriot Parkway, LP
Venus, Texas

Dear Mr. Gardner:

Citibank, N.A. (“CITI”) understands that Provision at Parkway, LP (“Provision at Parkway”) intends to submit an application to TDHCA for 9% Low Income Housing Tax Credits. CITI is interested in providing the related construction and permanent loan for the project (see attached Term Sheet, “Exhibit A”).

This letter is not intended to be, and shall not constitute, a commitment to lend, syndicate a financing, underwrite or purchase securities, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to CITI in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of CITI’s customary due diligence review; (b) approval by CITI internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financing; (d) the negotiation and documentation of the financing referred to above, including the terms and conditions of the financing, in form and substance satisfactory to CITI and its counsel; and (e) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in CITI’s judgment, could make it inadvisable or impractical to proceed with any portion of the financing of the Project.

Neither CITI nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to Provision at Patriot Parkway, LP, the Project or any other person, claiming through Provision at Patriot Parkway, LP or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with this transaction, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this transaction, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this transaction. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this transaction, if you have not already done so.

Very truly yours,
CITIBANK, N.A.

Mahesh Aiyer
Authorized Signatory

Encl. - Exhibit A
TERM SHEET

Multifamily Rental Developments with Rent Restrictions
New Construction and/or Substantial Rehabilitation and/or Term Mortgages

Provision at Patriot Parkway

February 25, 2019

NOTE: This Term Sheet constitutes a brief summary of certain, but not all, transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

Transaction

Summary:

Citibank, N.A. (together with its affiliates, “CITI”) proposes to fund a construction and permanent loan (the “Loan”) to the Borrower (defined below) in connection with the acquisition and construction of the Property described below.

There will be two separate phases to the financing. Acquisition, construction and stabilization must be completed during the construction phase (the “Construction Phase”) as further described below. After the work has been completed and the Property has stabilized, the Borrower will submit a request to convert to the permanent phase (the “Permanent Phase”).

Construction financing will be provided as a conventional construction loan to accommodate monthly loan draws. Payments during the Construction Phase will be interest only.

During the Construction Phase, the lender will be CITI (the “Construction Lender”) and during the Permanent Phase, the lender will be Freddie Mac (the “Permanent Lender”). Prior to Construction Phase closing, CITI as Freddie Mac Seller/Servicer, will work with Freddie Mac to provide an unfunded forward commitment (“Forward Commitment”) to purchase the Loan upon Conversion (see below) to the Permanent Phase.

In order to be eligible to convert to the Permanent Phase (the “Conversion”), the Property must meet the Conversion to Permanent Phase Requirements as discussed below.

The Borrower understands that CITI intends to sell the mortgage loan for which Borrower is applying (the “Mortgage”) to Freddie Mac. If Freddie Mac purchases the Mortgage, the Borrower’s signature below constitutes the Borrower’s authorization for Freddie Mac to publicly use, at Freddie Mac’s discretion, the name of the Property, photographs of the Property, and basic transaction information (for example, the number of units in the Property, the loan amount, etc.) relating to the Mortgage.
Property: A to-be-constructed multifamily project containing 100 units located in Venus, TX. The property is commonly referred to as "Provision at Patriot Parkway Apartments." ("Property")

Set-Asides: 9% of the units are reserved for individuals or families whose income is no greater than 30% of Area Median Income ("AMI"). 34% of the units are reserved for individuals or families whose income is no greater than 50% of AMI. 42% of the units are reserved for individuals or families whose income is no greater than 60% of AMI. The 15% of the units will be designated as market rate units.

Applicant: Provision at Patriot Parkway, LP

Borrower: A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its operating agreement must be acceptable to CITI and Freddie Mac in all respects.

LIHTC Investor/Syndicator: The Low Income Housing Tax Credit ("LIHTC") Investor / Syndicator, the upper tier investor(s) and the terms and conditions of the partnership agreement must be acceptable to CITI and Freddie Mac in all respects including, particularly, the timing of and conditions to funding capital contributions.

Guarantor(s): Michael Gardner and/or other individual(s) or corporate entity acceptable to CITI and Freddie Mac in all respects. The Guarantor(s)' financial condition(s) must be acceptable to CITI and Freddie Mac in all respects.

Subordinate Debt: If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI and Freddie Mac in all respects. All subordinate debt must fund prior to Loan funding unless CITI and Freddie Mac approve other arrangements.

Loan Security: First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI’s lien position unless the fee is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.

Construction Phase Recourse Guarantees: Prior to Conversion of the Loan to the Permanent Phase (described below) and during the Construction Phase (described below), the Loan will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).

Guarantees, Permanent Phase: None, except for industry standard carve outs ("Carve Outs"). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.

Environmental Indemnity: Borrower and Guarantor(s) will be liable for CITI's standard environmental indemnity.

Closing: Closing is subject to full satisfaction of CITI’s standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.
Closing Date (est.): Fourth Quarter 2019

CONSTRUCTION PHASE

Construction Phase
Loan Amount: An amount, currently estimated to be $15,000,000, but in any event, an amount not to exceed 80% of costs budgeted for the Construction Phase.

Term: 24 months, plus one 6-month extension(s). Fees for the extension(s) are indicated below under “Fees & Expenses.”

Construction Phase
Interest Rate: Currently expected to be 5.50%. Pricing is based on current market conditions and is subject to change.

Availability: Loan proceeds will be advanced to Borrower on a “draw down” basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loan must remain “in balance” during the Construction Phase. “In balance” means that (1) the funds available during the Construction Phase (from the Loan and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Construction Phase Loan Amount to the Permanent Phase Loan Amount, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loan during the Construction Phase will be interest only.

Prepayment and Yield Maintenance: Voluntary prepayment of the Construction Phase Loan principal amounts during the Construction Phase may be made without prepayment fee or penalty.

However, the Freddie Mac Permanent Phase Loan has a mandatory delivery requirement (see below).

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final Credit approval. Currently, CITI is underwriting with a cushion of 1.00%. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan during the Construction Phase.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.
General Contractor and Bonding Requirements: The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of “A/VIII” or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit (“LC”) equal to 10% of the hard cost budget. LC provider must be rated “BBB” or better.

Retainage: Construction contract will provide for a minimum retainage of 10% of each construction pay application until “substantial completion” (as defined in the Loan documents), unless other arrangements have been approved by CITI. Retainage percentage amounts can be revised, but only down to a minimum of 10% until 50% completion and then 0% retention withheld thereafter. No release of retainage is permitted for achieving 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase Loan Amount: The estimated Permanent Phase Loan Amount is currently estimated to be in the maximum amount of $5,000,000 or such other loan amount supported by CITI’s and Freddie Mac’s underwriting of the Property at the time of Conversion in accordance with CITI’s and Freddie Mac’s underwriting requirements including those listed below.

Forward Commitment Term: 24-months. Any extension will require Freddie Mac approval and will be subject to a Freddie Mac Extension Fee (see below).

Term/Amortization: 15/35 years

Yield Maintenance Period: From Closing until 6 months prior to the end of the Permanent Phase.

Permanent Phase Interest Rate: Fixed rate equal to 6.15%. Pricing is based on current market conditions and is subject to change. The rate will be committed at the time of closing of the Construction Phase financing.

Conversion to Permanent Phase Requirements: Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI and Freddie Mac will review the Property’s net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term “Construction Phase” means the period from the Closing Date through the day prior to the Conversion Date and the term “Permanent Phase” means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project’s permanent financing.

Debt Service Coverage: A minimum of 1.15 to 1.00, but is subject to Freddie Mac’s review and approval.
Loan-to-Value: 90% of market value, based on restricted rents and inclusive of value of permanent below market financing, but is subject to Freddie Mac’s review and approval.

Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of $250/unit/year. For each successive five year period thereafter until Permanent Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI and Freddie Mac.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Loan servicer (the “Servicer”) on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review/Environmental reports will be commissioned and reviewed by CITI and Freddie Mac. Appraisal, environmental condition and plan/cost reviews must be acceptable to CITI and Freddie Mac in all respects.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI and Freddie Mac in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI and Freddie Mac in their sole discretion.

TDHCA Acknowledgement: Please note that in providing this proposal for submission to TDHCA as part of the application process to get an award of 9% Housing Tax Credits, CITI (the “Bank”) acknowledges the following:

1) The Bank has reviewed the sponsor’s application for the proposed development and finds that the project is feasible for financing by the Bank. Please also see attached exhibit regarding the 15-year pro forma that the Bank finds acceptable which demonstrates a debt service coverage of no less than 1.15x for 15 years.

2) The Bank has reviewed the creditworthiness and quality of the principals involved and has determined that the principals are acceptable to the Bank.

3) The Bank has reviewed in substance, the creditworthiness and quality of the financial strength of the guarantors as noted above and finds such guarantors acceptable as part of the financing outlined in this proposal.

4) The Bank understands that any transaction that is located in a disaster county as declared by the Federal Emergency Management Agency must close on all financing and have an executed construction contract by November 29, 2019. The Bank would be prepared to close in that time frame.

FEES & EXPENSES

Application Fee: $25,000, which amount shall be non-refundable (except as set forth in the “Exclusivity” section of the Preliminary Application to which this Term Sheet is appended) and due and payable upon acceptance of a Preliminary Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of
$5,000), and CITI's initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Loan (including CITI legal fees).

**Origination Fee:**

A non-refundable Origination Fee equal to 1.00% of the Construction Phase Loan Amount and 1.00% of the Permanent Phase Loan Amount (“Origination Fee”) shall be earned in full by CITI upon the closing of the Loan, and is due and payable at that time. The Origination Fee will be applied towards CITI’s costs of providing this financing.

**CITI Legal Fees (est):**

Estimated fees of CITI’s counsel for the initial closing are to be determined and assumes no significant negotiation over CITI’s form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI’s counsel fees once the drafting of legal documentation commences, if requested.

Fees of CITI’s counsel for work associated with Conversion of the Loan to the Permanent Phase are to be determined.

**Course of Construction Inspections (est):**

STBD/monthly report.

**Construction Term Extension Fee:**

TBD.

**Forward Commitment Term Extension Fee:**

Freddie Mac reserves the right to charge a fee related to the extension of the Forward Commitment from 24 to 30 months.

**Freddie Mac Non-Refundable Application Fee:**

The greater of $3,000 or 0.10% of the Permanent Phase Loan Amount due at execution of the loan application.

**Freddie Mac Forward Commitment Deposit Fee:**

A Forward Commitment Deposit Fee equal to 2% of the Permanent Phase Loan Amount is payable to Freddie Mac prior to closing. The Forward Commitment Deposit Fee will be returned no later than thirty (30) days after Conversion or will be retained if the loan does not convert to the Permanent Phase. CITI may fund the Forward Commitment Deposit Fee from Construction Phase Loan proceeds. However, the Borrower is liable for the Forward Commitment Deposit Fee in the event it is forfeited to Freddie Mac.

**Freddie Mac Delivery Assurance Fee:**

At closing, the Borrower will be required to sign a non-recourse Delivery Assurance Note secured by a subordinate lien on the Property. The Delivery Assurance Note evidences the mandatory delivery nature of the Forward Commitment. The Delivery Assurance Fee obligations shall be released (i) in the event that the Permanent Phase Loan is delivered to Freddie Mac, or (ii) in the event that the Permanent Phase Loan is not delivered to Freddie Mac on account of (a) the failure of the Project to satisfy the minimum underwriting requirements for Conversion, (b) the failure of CITI to satisfy its Program obligations with respect to the Permanent Phase Loan, or (c) an act of God, including flood, fire, lightening or earthquake, or any explosion, act of a public enemy, war, revolution, governmental restraint, embargo or other cause which is not within the
control of Borrower. The Delivery Assurance Note is equal to 5% of the unpaid principal balance of the maximum Permanent Phase Loan Amount.

**Conversion Fee and Expenses:**
A Conversion fee equal to $10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be $5,000.

**Other Costs:**
Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.

**Term Sheet Expiration Date:**
Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.

This Term Sheet is an indication of our proposal to finance the Property. It is understood and agreed that this Term Sheet does not, in any manner, constitute a commitment to lend. The financing documents evidencing the Loan will be documented separately and will contain terms and conditions that may be in addition to or in substitution of those set forth in this Term Sheet.

Any terms set forth herein are intended for discussion purposes only and are subject to the final terms as set forth in separate definitive written agreements. This Term Sheet is not a commitment to lend, syndicate a financing, underwrite or purchase securities, or commit capital. By accepting this Term Sheet, subject to applicable law or regulation, you agree to keep confidential the existence of and proposed terms for any transaction contemplated hereby (a “Transaction”).

The undersigned hereby accepts the foregoing Commitment and agrees to be bound by the terms, requirements and conditions set forth herein.

**SPONSOR:**

By: 

Name: Ryan Combs

Title: Authorized Representative

The provision of information in this Term Sheet is not based on your individual circumstances and should not be relied upon as an assessment of suitability for you of a particular product or transaction. Even if CITI possesses information as to your objectives in relation to any transaction, series of transactions or trading strategy, this will not be deemed sufficient for any assessment of suitability for you of any transaction, series of transactions or trading strategy.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is
impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI's personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

Although Citibank, N.A. (together with its subsidiaries and branches worldwide, "Citibank") is an affiliate of CITI, you should be aware that none of the financial instruments or other products mentioned in this term sheet (unless expressly stated otherwise) are (i) insured by the Federal Deposit Insurance Corporation or any other governmental authority, or (ii) deposits or other obligations of, or guaranteed by, Citibank or any other insured depository institution.

IRS Circular 230 Disclosure: CITI and its employees are not in the business of providing, and do not provide, tax or legal advice to any taxpayer outside of CITI. Any statements in this term sheet regarding tax matters were not intended or written to be used, and cannot be used or relied upon, by any taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

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15 Year Rental Housing Operating Pro Forma (All Programs)

Income is 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 rates 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 wth rates or assumptions other than straight-line growth made during the proforma periods 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>GROSS ANNUAL RENTAL INCOME</td>
<td>$1,020,360</td>
<td>$1,040,767</td>
<td>$1,061,583</td>
<td>$1,082,814</td>
<td>$1,104,470</td>
<td>$1,219,425</td>
<td>$1,346,343</td>
</tr>
<tr>
<td>Condominium Income</td>
<td>$24,000</td>
<td>$24,480</td>
<td>$24,970</td>
<td>$25,469</td>
<td>$25,978</td>
<td>$28,682</td>
<td>$31,667</td>
</tr>
<tr>
<td>GROSS ANNUAL INCOME</td>
<td>$1,044,360</td>
<td>$1,065,247</td>
<td>$1,086,552</td>
<td>$1,108,283</td>
<td>$1,130,449</td>
<td>$1,248,107</td>
<td>$1,378,011</td>
</tr>
<tr>
<td>TOTAL LOSS</td>
<td>($78,327)</td>
<td>($79,894)</td>
<td>($81,491)</td>
<td>($83,121)</td>
<td>($84,784)</td>
<td>($93,608)</td>
<td>($103,351)</td>
</tr>
<tr>
<td>TOTAL CONCESSIONS</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>NET EFFECTIVE ANNUAL INCOME</td>
<td>$966,033</td>
<td>$985,354</td>
<td>$1,050,061</td>
<td>$1,025,162</td>
<td>$1,054,665</td>
<td>$1,154,499</td>
<td>$1,274,660</td>
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Expenses

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>General &amp; Administrative</td>
<td>$41,100</td>
<td>$42,333</td>
<td>$43,603</td>
<td>$44,911</td>
<td>$46,258</td>
<td>$53,626</td>
<td>$62,167</td>
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<tr>
<td>Management Fee</td>
<td>$48,302</td>
<td>$49,268</td>
<td>$50,253</td>
<td>$51,258</td>
<td>$52,284</td>
<td>$57,275</td>
<td>$63,733</td>
</tr>
<tr>
<td>Property Tax &amp; Employee</td>
<td>$137,100</td>
<td>$141,213</td>
<td>$145,449</td>
<td>$149,813</td>
<td>$154,307</td>
<td>$178,884</td>
<td>$207,376</td>
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<tr>
<td>Pairs &amp; Maintenance</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,531</td>
<td>$78,286</td>
<td>$90,755</td>
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<tr>
<td>Electrical &amp; Gas Utilities</td>
<td>$17,100</td>
<td>$17,613</td>
<td>$18,141</td>
<td>$18,686</td>
<td>$19,246</td>
<td>$22,312</td>
<td>$25,865</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$65,600</td>
<td>$67,568</td>
<td>$69,595</td>
<td>$71,683</td>
<td>$73,833</td>
<td>$85,593</td>
<td>$99,226</td>
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<tr>
<td>Annual Property Insurance</td>
<td>$40,936</td>
<td>$42,164</td>
<td>$43,429</td>
<td>$44,732</td>
<td>$46,074</td>
<td>$53,412</td>
<td>$61,919</td>
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<td>Property Tax</td>
<td>$106,906</td>
<td>$110,113</td>
<td>$113,417</td>
<td>$116,819</td>
<td>$120,324</td>
<td>$139,488</td>
<td>$161,705</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$25,000</td>
<td>$25,750</td>
<td>$26,523</td>
<td>$27,318</td>
<td>$28,138</td>
<td>$32,619</td>
<td>$37,815</td>
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<tr>
<td>Other Expenses</td>
<td>$3,400</td>
<td>$3,502</td>
<td>$3,607</td>
<td>$3,715</td>
<td>$3,827</td>
<td>$4,436</td>
<td>$5,143</td>
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<td>ITAL ANNUAL EXPENSES</td>
<td>$545,444</td>
<td>$561,324</td>
<td>$577,671</td>
<td>$594,499</td>
<td>$611,821</td>
<td>$706,383</td>
<td>$815,705</td>
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<td>NET OPERATING INCOME</td>
<td>$420,589</td>
<td>$424,029</td>
<td>$427,389</td>
<td>$430,663</td>
<td>$433,844</td>
<td>$448,116</td>
<td>$458,955</td>
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Debt Service

<table>
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<tr>
<th>DEBT SERVICE</th>
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</thead>
<tbody>
<tr>
<td>1st Deed of Trust Loan Payment</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
<td>$348,179</td>
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<tr>
<td>2nd Deed of Trust Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Deed of Trust Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>CASH FLOW</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Cumulative Cash Flow</td>
<td>$72,410</td>
<td>$75,850</td>
<td>$79,210</td>
<td>$82,484</td>
<td>$85,665</td>
<td>$99,937</td>
<td>$110,776</td>
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<tr>
<td>Cumulative Cash Flow</td>
<td>$72,410</td>
<td>$148,260</td>
<td>$227,471</td>
<td>$309,955</td>
<td>$395,620</td>
<td>$859,624</td>
<td>$1,386,406</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.25</td>
<td>1.29</td>
<td>1.32</td>
</tr>
</tbody>
</table>

$\text{signature} \quad \text{Authorized Representative, Construction or Permanent Lender}

$\text{Signature} \quad \text{Printed Name}

$2.25.20

Phone: 213-782-5040

Email: makeah.aiyer@sf.com

2/25/20
# 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).

<table>
<thead>
<tr>
<th>Financier</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Amortization</th>
<th>Permanence Period</th>
<th>Lien Position</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
<td>Term (yrs)</td>
</tr>
<tr>
<td>TDHC</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>50</td>
<td>$ -</td>
<td>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHC</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>50</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
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<tr>
<td>TDHC</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>50</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
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<tr>
<td>TDHC</td>
<td>Mortgage Revenue Bond</td>
<td>50</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
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<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$15,000,000</td>
<td>5.50%</td>
<td>1st</td>
<td>$5,000,000</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Third Party Equity</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Citi</td>
<td>HTC</td>
<td>$1,600,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>City of Venus</td>
<td>$11.3M2010APS Contribution</td>
<td>$500</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Deferred Developer Fee</th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Dallas Region Developer, LLC</td>
<td></td>
<td>$1,023,107</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Other</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Sources of Funds</th>
<th>$17,729,727</th>
<th>$19,572,242</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Uses of Funds</td>
<td>$19,572,242</td>
<td></td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and mortgage loan. 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 use) of each type of fund 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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,000,000 and will be interest only at an interest rate of 5.50%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional loan will be in the amount of $5,000,000 at an interest rate of 6.15%. The conventional loan will amortize over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of 5.91. The total equity contribution will $13,648,635 with 20% of the equity coming in during construction, or $2,729,727. It is currently estimated that $1,023,107 in developer fees will be deferred. The City of Venus will provide fee waivers in the amount of $500.

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.

Annual replacement reserves are estimate to be $250/unit. Operating reserves are being required in the amount of $446,811 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items (rents, operating subsidies, project-based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.)
By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

[Signature]

Mahesh Aiyer

2/05/19

Signature, Authorized Representative, Construction or Permanent Lender
Printed Name

Telephone: 713-752-8046
Email address: mahesh.aiyer@cit.com

If a revised form is submitted, date of submission: _
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 26, 2019

Attn to: Ryan Combs
Gardner Capital
2501 North Harwood Street, Suite 1520
Dallas, Texas 75201

Re: Acquisition of LIHTC Interest in Provision at Patriot Parkway located in Venus, Texas (the “Project”)

Dear Mr. Combs:

Citibank, N.A., (“Citi” or “Buyer”) may be interested in purchasing a 99.99% interest in the Project (“Purchase”) based on preliminary analysis. Based on the projections provided by Gardner Capital, Buyer currently estimates that $14,998,500 in federal low income housing tax credits (“LIHTC”) generated by the Project (which is 99.99% of $15,000,000 total projected LIHTC) could result in gross proceeds for the financing of the Project in the amount of $13,648,635. The estimated gross proceeds are equivalent to $0.91 for each $1.00 of LIHTC allocated to the Project. Based on the foregoing, the estimated pay-in schedule Buyer proposes is as follows:

- **15%** ($2,047,295) to be paid simultaneously with the closing of all construction financing on the Project
- **60%** ($8,189,181) to be paid at 100% completion of the Project
- **20%** ($3,127,306) to be paid at stabilization and permanent loan funding
- **5%** ($284,853) to be paid upon receipt of Project 8609s

Buyer shall not pay, or be liable for, any fees or provide any other financial or other substantive benefit to a developer unless all such fees or benefits are fully and completely disclosed in an executed Letter of Intent, if one is entered into subsequent to this letter.

This letter is not intended to be, and shall not constitute a commitment to lend, syndicate a financing, underwrite or purchase securities or LIHTC associated with the Project, commit capital, or provide or arrange any portion of the financing for the Project. Such obligations would arise only under separate written agreements acceptable to Citi in its sole discretion. Furthermore, any such commitments would be subject to, among other things, (a) the satisfactory completion of Citi’s customary due diligence review; (b) approval by Citi internal committees; (c) the receipt of any necessary governmental, contractual and regulatory consents or approvals in connection with the Project and the related financings; (d) the negotiation and documentation of the financings, including the terms and conditions of the financing, in form and substance satisfactory to Citi and its counsel; and (f) there not having occurred any disruption of or change in financial, banking or capital market conditions that, in Citi’s judgment, could make it inadvisable or impractical to proceed with the Purchase.

Neither Citi nor any of its affiliates shall have any liability (whether direct or indirect, or in contract, tort or otherwise) to Gardner Capital, the Project or any other person, claiming through Gardner Capital or the Project, as the case may be, for or in connection with the delivery of this letter.

In connection with the proposed Purchase, Citi will be acting solely as a principal and not as your agent,
advisor or fiduciary. Citi has not assumed a fiduciary responsibility with respect to the proposed Purchase, and nothing in this letter or in any prior relationship between Gardner Capital and Citi will be deemed to create an advisory, fiduciary or agency relationship between us in respect of the Project or the proposed Purchase. Gardner Capital should consider carefully whether it would like to engage an independent advisor to represent or otherwise advise it in connection with the Project, if it has not already done so.

If there are any questions regarding these estimated numbers or pay-in schedule, please contact the undersigned.

Sincerely,

CITIBANK, N.A.

Mark Sherman
Vice President
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

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<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$1,040,767</td>
<td>$1,061,583</td>
<td>$1,082,814</td>
<td>$1,104,470</td>
<td>$1,121,425</td>
<td>$1,346,343</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$24,000</td>
<td>$24,480</td>
<td>$24,970</td>
<td>$25,469</td>
<td>$25,978</td>
<td>$28,682</td>
<td>$31,667</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$1,065,247</td>
<td>$1,086,552</td>
<td>$1,108,283</td>
<td>$1,130,449</td>
<td>$1,148,107</td>
<td>$1,378,011</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(578,327)</td>
<td>$(579,894)</td>
<td>$(581,491)</td>
<td>$(583,121)</td>
<td>$(584,784)</td>
<td>$(593,608)</td>
<td>$(5103,351)</td>
</tr>
<tr>
<td>Rental Concessions</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$466,033</td>
<td>$485,354</td>
<td>$500,061</td>
<td>$518,162</td>
<td>$525,665</td>
<td>$540,517</td>
<td>$564,660</td>
</tr>
</tbody>
</table>

| EXPENSES                      |        |        |        |        |        |         |         |
| General & Administrative Expenses | $41,100 | $42,333 | $43,603 | $44,911 | $46,258 | $53,626 | $56,107 |
| Management Fee                | $48,302 | $49,068 | $50,253 | $51,298 | $52,280 | $57,275 | $53,404 |
| Payroll, Payroll Tax & Employee Benefits | $137,100 | $141,213 | $145,449 | $149,813 | $154,307 | $178,884 | $207,376 |
| Repairs & Maintenance         | $20,000 | $21,800 | $23,654 | $25,694 | $27,513 | $29,376 | $30,720 |
| Electric & Gas Utilities      | $12,100 | $12,713 | $13,141 | $13,686 | $14,246 | $22,312 | $25,865 |
| Water, Sewer & Trash Utilities | $65,600 | $67,588 | $69,595 | $71,683 | $73,833 | $85,692 | $99,226 |
| Annual Property Insurance Premiums | $40,936 | $42,164 | $43,429 | $44,732 | $46,074 | $54,126 | $61,919 |
| Property Tax                  | $106,906 | $110,113 | $113,417 | $116,819 | $120,324 | $139,488 | $161,705 |
| Reserve for Replacements      | $25,000 | $26,750 | $26,523 | $27,318 | $28,138 | $31,619 | $37,815 |
| Other Expenses                | $3,400 | $3,502 | $3,607 | $3,715 | $3,827 | $4,436 | $5,141 |
| TOTAL ANNUAL EXPENSES         | $545,444 | $561,324 | $577,671 | $594,499 | $611,821 | $706,381 | $811,705 |
| NET OPERATING INCOME          | $482,589 | $482,029 | $482,289 | $482,643 | $483,484 | $448,114 | $458,950 |

| DEBT SERVICE                  |        |        |        |        |        |         |         |
| First Deed of Trust Annual Loan Payment | $348,179 | $348,179 | $348,179 | $348,179 | $348,179 | $348,179 | $348,179 |
| Second Deed of Trust Annual Loan Payment |        |        |        |        |        |         |         |
| Third Deed of Trust Annual Loan Payment |        |        |        |        |        |         |         |
| Other Annual Required Payment |        |        |        |        |        |         |         |
| Other Annual Required Payment |        |        |        |        |        |         |         |

| ANNUAL NET CASH FLOW           |        |        |        |        |        |         |         |
| CUMULATIVE NET CASH FLOW       |        |        |        |        |        |         |         |
| Debt Coverage Ratio            | 1.21   | 1.22   | 1.23   | 1.24   | 1.25   | 1.27    | 1.32    |

By signing below, I/we are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, unit operating expenses, net operating income, and debt service coverage based on the base-year 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 a net less than a 1.15 debt coverage ratio. Signature or seal of the entity certifying the pro forma for the proposed transaction (the “Project”), either a corporation, partnership or other entity or an individual member of any such entity, is acceptable for the purposes of the financing and the Project. The undersigned has reviewed and is responsible for the accuracy of the information contained in this pro forma. The undersigned is authorized to sign for the entity certifying the pro forma. The undersigned is authorized to bind the entity certifying the pro forma.

Signature, Authorized Representative, Construction or Permanent Lender

Mark Sherman
Printed Name
2/21/19
Date

Phone: 212-723-4205
Email: mark.sherman@ctf.com

2/25/2019
**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).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Citi</td>
<td>Conventional Loan</td>
<td>$15,000,000</td>
<td>5.50%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citi</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,729,727</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Venus</td>
<td>$11.9(d)(2) LPS Contribution</td>
<td>$500</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>Dallas Region Developer, LLC</td>
<td>$1,023,107</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Sources of Funds | $17,729,727 | $19,672,242 |
| Total Uses of Funds    | $19,672,242 | |

**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).

Citi will provide construction financing in the form of a construction loan. The amount of the construction loan will be $15,000,000 and will be interest-only at an interest rate of 5.50%. Citi will also provide the permanent financing in the form of a conventional loan. The conventional perm loan will be in the amount of $5,000,000 at an interest rate of 6.15%. The conventional loan will be amortized over 35 years and carry a 15 year term. Citi will be providing the equity for the project at a syndication rate of $0.91. The total equity contribution will be $13,648,635 with 20% of the equity coming in during construction, or $2,729,727. It is currently estimated that $1,023,107 in developer fees will be deferred. The City Venus will provide fee waivers in the amount of $500.

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.

Annual replacement reserves are estimated to be $250/unit. Operating reserves are being required in the amount of $446,811 and rent-up reserves are being required in the amount of $150,000.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.)
By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds. This certification is for application purposes only and is not intended to be, and shall not constitute a commitment to lend, syndicate a financing, underwrite or purchase securities or leases associated with the Project, commit capital, or provide or arrange any portion of the financing for the Project.

Signature, Authorized Representative, Construction or Permanent Lender:  

Mark Sherman  

Printed Name  

Date: 2/17/19  

Telephone: 212-723-4205  

Email address: mark.sherman@citi.com  

If a revised form is submitted, date of submission: 

2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
February 8, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, Texas 78701

Re: TDHCA Application #19079 (Provision at Patriot Parkway)

Dear Ms. Gamble:

I am writing this letter to confirm the contribution of development funding by the City of Venus of five hundred dollars ($500.00) for the Provision at Patriot Parkway development. The City of Venus has contributed these funds in the amount of $500.00 in the form of a fee waiver. This funding is for the benefit of the development.

Respectfully,

[Signature]

Mike Boese
City Administrator
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: 10.000%
     - Cash flow from operations: 30.000%
     - Developer Fee: 10.000%
     - Total: 50.000% (Must equal at least 50% regardless of structure)
   - 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
- Property Management
- Construction
- Development
- Financing
- Compliance
- No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
- Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - Yes 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.
   - Yes 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.
   - Yes 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
2019 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

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 additional information on state procurement resources that can increase your company’s chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
2019 HTC Full Application

Part 5 Tab 36

NP or HUB Experience and Material Participation Statements
RESUME OF PRUDENTIAL DEVELOPMENT LLC

Prudential Development LLC was certified by the Texas Comptroller of Public Accounts as a Historically Underutilized Business in December of 2018. As a partner to the Gardner Capital Development Team, Prudentia Development LLC will materially participate in the development, financing, pre-development activities, construction, leasing and day-to-day operations in developments financed by the TDHCA 9% Housing Tax Credit Program. Below is a list describing the specific responsibilities Prudentia Development LLC will perform in its role as a Historically Underutilized Business Partner.

RESPONSIBILITIES:

- Oversee and manage the Application process for obtaining Housing Tax Credit equity by managing the completion of the Application and all third-party reports along with all submittals to the TDHCA;
- Represent Developer in communications with landowners, real estate brokers, government officials, attorneys, engineers, title companies, general contractors & lenders in all aspects of the process from site selection through development and construction;
- Orchestrate initial and ongoing meetings between Developer and Landowners, Brokers, Centers of Influence, City Managers, Planning & Zoning, and Economic Development to introduce the Developer, provide education about the program, and discuss possible sites for the Project;
- Evaluate market areas and census tracts to determine suitability for Project; locate specific sites within those areas for consideration and present detailed analysis to Development Team;
- Negotiate land contracts on behalf of Developer in an effort to obtain the best possible terms; Educate brokers and landowners as to the timelines involved in the process;
- Become familiar with local zoning ordinances, procedures and timelines;
- Leverage local contacts to learn how to best approach municipalities and how to garner local support for Project;
- Ensure that the Plans and Specifications for the Project are in compliance with applicable development codes and other laws, ordinances, rules and regulations;
- Ensure that there are no flood plain impacts which will affect the Project, or if so, that they will be appropriately mitigated in compliance with local and lender requirements;
- Attend construction progress meetings with the general contractors, and meetings with the Construction Lender;
- Monitor draw requests, disbursements and payments of amounts owed to the architect, engineers, general contractor and subcontractors;
- Coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting the needy, to advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;
- Consider ways in which the availability of the Project as suitable housing for low income families may be made more widely known in the community;
• Obtain information from low income residents in the Project as to services which might be provided to such residents by the Partnership;
• Obtain information from residents concerning social and educational services from the community which might be provided to residents at the Project;
• Obtain governmental building code or regulatory approvals and certificates of occupancy for all of the buildings and residential units of the Project;
• Cause the Project to be completed in a prompt and expeditious manner, with good workmanship and compliance with:
  1. Plans and Specifications, as approved or amended by the Partnership under any Loan Agreements or the Partnership Agreement,
  2. Any and all zoning regulations, city or county ordinances, including without limitation, health, fire and safety regulations, environmental standards and regulations, and any other requirements of federal, state and local laws, rules, regulations and ordinances applicable to the construction of the Project;
  3. Any and all obligations of the Partnership under any Loan Agreement or Partnership Agreement;
• Review the annual operating budget for the Project;
• Deliver to the Partnership:
  1. A complete TDHCA Application for Housing Tax Credits with all exhibits including a PDF as well as an Excel file along with all third-party reports required for submittal with the Application.
  2. A dimensioned "as-built" ALTA survey with the surveyor’s certification that it is acceptable to any lender, the Investor Limited Partner, and title company of the land, the site plan which shows the completed Project which locates all buildings, improvements, easements, setback lines, rights-of-way, restrictive covenants, encroachments, and other recorded or apparent matters encumbering or affecting the land after completion of the Project; and
  3. "As built" drawings, plans, specifications prepared by the architect and engineers of the finished construction of the Project;
• Provide to and periodically update for the Partnership the Project construction timeline which coordinates and integrates the services of the general contractor, architect, and engineers’ services with construction schedules;
• Collaborate with the general contractor, architect, engineers to establish and implement procedures for expediting the processing and approval of shop drawings and samples;
• Perform and administer any and all other services and responsibilities of the Primary Developer in any other provisions of the Development Agreement, or as provided for in the Partnership Agreement;
• Collaborate, cooperate and coordinate the duties and responsibilities of the Developer;
• Review and assist in the day-to-day property operations, including, but not limited to, review of property financial statements, management leasing reports, marketing reports, and compliance reports required during the TDHCA Compliance Period;
• Assist in the completion of the TDHCA and HUD annual reporting requirements during the Compliance Period.
STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Prudential Development LLC, became a Texas Certified HUB in December of 2018. Natalie and Ryan Combs collectively have over 10 years’ experience in multifamily development using Housing Tax Credits. Both Natalie and Ryan began working in the Housing Tax Credit industry while on staff at Bonner Carrington, a tax credit developer based in Austin, TX. Natalie developed an understanding of multifamily development and construction accounting. Ryan began working in accounting and since has worked in construction management and development. As a result, Ryan and has overseen the development, construction and management of many great multifamily communities in the State of Texas.

Multifamily Development

- Secured over 100 Million Dollar of equity as a part of the Housing Tax Credit program as a result of receiving awards every year; created a portfolio of 1,426 units since 2014.
  - 2014 – Palladium Midland (264 Units)
  - 2015 – Palladium Van Alstyne Senior Living (132 Units)
  - 2016 – Palladium Garland (140 Units)
  - 2016 – Palladium Anna (120 Units)
  - 2017 – Palladium Fort Worth (150 Units)
  - 2017 – Palladium Denton (150 Units)
  - 2017 – Palladium Glenn Heights (270 Units)
  - 2018 – Palladium Crowley (120 Units)
  - 2018 – Palladium Farmersville (80 Units)

- Contributed to a development team that secured 135 Million Dollars of Housing Tax Credit equity and created and managed 1,667 units while at Bonner Carrington.
  - Mariposa Apartment Homes at Ella Blvd. (180 Units)
  - Mariposa Apartment Homes at Pecan Park (180 Units)
  - Mariposa Apartment Homes at Bay Colony (180 Units)
  - Mariposa Apartment Homes at Elk Drive (180 Units)
  - Mariposa Apartment Homes at Spring Hollow (194 Units)
  - Cypress Creek Apartment Homes at Fayridge Drive (152 Units)
  - Cypress Creek Apartment Homes at Wayside Drive (200 Units)
  - Cypress Creek Apartment Homes at Parker Boulevard (220 Units)
  - Cypress Creek Apartment Homes at Joshua Station (181 Units)

- Significant experience working with housing finance corporations, housing authorities and other non-profits; successfully developed an additional 534 units at Palladium USA using the non-competitive (4%) bond program.
- Substantial expertise in site design; lead teams of architects, engineers, and designers to design all aspects of site plans and building designs for 9 multifamily projects.
- Managed the entitlement process for large multifamily projects that included zoning, platting, obtaining site and design variances, and building development agreements.
- Lead the site and building permitting process for numerous affordable multifamily developments.
- Involvement with all processes from site acquisition through debt conversion.
**Government and Public Relations**

- Responsible for the generation of public support for all developments, which included gaining local and state level political support.
- Created and maintained successful relationships with numerous city councils, planning and zoning committees, State Representatives, and Senators throughout the State of Texas.
- Lead outreach campaigns focused on building support for controversial developments.
- Developed a public relations strategy that defined a primary message for projects, generated personal interest from local stakeholders, and built a foundation of support to give local elected officials the political cover necessary to gain their support for the projects.

**Property Management**

- Managed the Social Services requirements for properties by creating a custom approach to each community in order to serve residents well.
- Worked alongside the President of the company to develop a vision and values for the company that created a corporate culture focused on developing an empowered team and resulted in decreased team member turnover.
- Managed the organizational strategy to maintain a corporate culture that represented values and focused outcomes around the company vision.
- Developed processes to embed that culture into the organization through a new hire integration program; implemented and lead annual company retreats to reinforce that goal.

**Designations**

- Member – Texas Association of Local Housing Finance Agencies
- Member – Texas Affiliation of Affordable Housing Providers
- Advisory Council – Apartment Life (Resident Service Provider)
2019 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include the date of submission!
Organizational Chart -- Developer Entity

Dallas Region Developer, LLC
Co-Developer
(90% Developer and fee)

Gardner Capital Investment Fund, LLC
100% Owner
Martin W. Moore - Manager*
Ava Goldman - Manager*
*Ability to Exercise Control

Condor Real Estate Fund, LLC
100% Owner

MG Investment Fund, LLC
100% Owner

Michael Gardner
100% Member
Ability to Exercise Control

Prudentia Development, LLC
Co-Developer
(10% Developer and fee)

Natalie Combs
(Managing Member and 51% Owner)
Ability to Exercise Control

Ryan Combs
(Member and 49% Owner)
Ability to Exercise Control

Gardner Capital Investment Fund, LLC
100% Owner

Martin W. Moore - Manager*
Ava Goldman - Manager*
*Ability to Exercise Control

MG Investment Fund, LLC
100% Owner

Michael Gardner
100% Member
Ability to Exercise Control
Organizational Chart -- Guarantor Entity

Michael Gardner
2019 HTC
Full Application

Part 5 Tab 38

List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of “Control” has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision at Patriot Parkway, LP</td>
<td>100% Development Owner</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>Provision at Patriot Parkway GP, LLC</td>
<td>General Partner</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>MG Investment Holdings, LLC</td>
<td>Managing Member</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>Prudentia Development, LLC</td>
<td>Member &amp; Co-Dev</td>
<td>7738 La Cabeza Dr.</td>
<td>Dallas</td>
<td>TX</td>
<td>75248</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. MG Investment Holdings, LLC
   - TDHCA Experience: No
   - Ownership: 90% Provision at Patriot Parkway, LLC
2. Prudentia Development, LLC
   - TDHCA Experience: No
3. NA
4. NA
5. NA
6. NA

List of Sub-Entities or Principals:

1. Michael Gardner
   - TDHCA Experience: Yes
2. Martin W. Moore (manager)
   - TDHCA Experience: No
3. Ava Goldman (manager)
   - TDHCA Experience: No
4. NA
5. NA
6. NA

List of Sub-Entities or Principals:

1. Natalie Combs
   - TDHCA Experience: No
2. Ryan Combs
   - TDHCA Experience: No
3. NA
4. NA
5. NA
6. NA
<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas Region Developer, LLC</td>
<td>Co-Developer</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>Gardner Capital Investment Fund, LLC</td>
<td>Member</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>Condor Real Estate Fund, LLC</td>
<td>Member</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>MG Investment Fund, LLC</td>
<td>Member</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls:

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of Dallas Region Developer, LLC</td>
<td>NA</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>100% of Gardner Capital Investment Fund, LLC</td>
<td>NA</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>100% of Condor Real Estate Fund, LLC</td>
<td>NA</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
<tr>
<td>100% of MG Investment Fund, LLC</td>
<td>NA</td>
<td>8000 Maryland Avenue, Suite 1300</td>
<td>Clayton</td>
<td>MO</td>
<td>63105</td>
</tr>
</tbody>
</table>

Organization legally formed? Yes  Date formed: 1/17/2018  Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No  Phone: 314-561-5901  Email: michael@gardnercapital.com

Organizations is identified on Org. Chart: Yes  Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. Gardner Capital Investment Fund, LLC  TDHCA Experience: No  
2. NA  TDHCA Experience: No  
3.  
4.  
5.  
6.  

1. Condor Real Estate Fund, LLC  TDHCA Experience: No  
2. Martin W. Moore (manager)  TDHCA Experience: No  
3. Ava Goldman (manager)  TDHCA Experience: No  
4. NA  TDHCA Experience: No  
5.  
6.  

1. MG Investment Fund, LLC  TDHCA Experience: Yes  
2. NA  TDHCA Experience: Yes  
3.  
4.  
5.  
6.  

1. Michael Gardner  TDHCA Experience: Yes  
2. NA  TDHCA Experience: Yes  
3.  
4.  
5.  
6.  

Email: michael@gardnercapital.com
<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>Role/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Date formed:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Ability to exercise Control over the Development?</td>
</tr>
</tbody>
</table>

List of Sub-Entities or Principals:

1. TDHCA Experience: 
2. TDHCA Experience: 
3. TDHCA Experience: 
4. TDHCA Experience: 
5. TDHCA Experience: 
6. TDHCA Experience: 

2/25/2019
### 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: | Provision at Patriot Parkway, LP  
|             | Provision at Patriot Parkway GP, LLC |
| Email Address: | michael@gardnercapital.com |
| City & State of Home Addr: | Clayton, MO |
| Applicant Legal Name: | Provision at Patriot Parkway, LP |

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.**

   - **X** 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/yyyy)</th>
<th>Control End (mm/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
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</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.**

   - **X** By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

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></td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
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<th>SHTF</th>
<th>RHD</th>
<th>HTF/OC</th>
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<tbody>
<tr>
<td>HOME:</td>
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<td>HBA</td>
<td>PWD</td>
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<tr>
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<td>Self-Help</td>
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<td>NSP</td>
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</tbody>
</table>

Applicant Legal Name: Gala at Central Park, LP
Provision at Patriot Place, LP
Provision at Patriot Parkway, LP

Email Address: michael@gardnercapital.com
City & State of Home Addr: Clayton, MO
## 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:** Michael Gardner  
**Email Address:** michael@gardnercapital.com  
**City & State of Home Addr:** Clayton, MO

| Applicant Legal Name | Gala at Central Park, LP  | Provision at Patriot Place, LP |

### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

- **By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.**

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>14282</td>
<td>Riverstone Apartments</td>
<td>Corpus Christi</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
<tr>
<td>14283</td>
<td>Bella Vista</td>
<td>Alton</td>
<td>HTC</td>
<td>in 07/14</td>
<td>NA</td>
</tr>
<tr>
<td>15059</td>
<td>Gala at Oak Crest Estates</td>
<td>Euless</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>15076</td>
<td>Provision at Four Corners</td>
<td>Four Corners</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>16226</td>
<td>Provision at Melissa</td>
<td>Melissa</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>16231</td>
<td>Gala at Melissa</td>
<td>Melissa</td>
<td>HTC</td>
<td>in 07/16</td>
<td>NA</td>
</tr>
<tr>
<td>17315</td>
<td>Provision at North Valentine</td>
<td>Hurst</td>
<td>HTC</td>
<td>in 07/17</td>
<td>NA</td>
</tr>
</tbody>
</table>

### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

- **By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.**

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
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<th>LIHEAP</th>
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<td>TBRA</td>
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<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
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<td>SFD</td>
<td>Other:</td>
</tr>
<tr>
<td></td>
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<tbody>
<tr>
<td></td>
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<td>HOME:</td>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>HTF/OCI:</td>
<td></td>
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</tr>
<tr>
<td>Other:</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Prudentia Development, LLC
Natalie Combs
Ryan Combs

Email Address: rcombs@gardnercapital.com

City & State of Home Addr: Dallas, TX

Gala at Central Park, LP
Provision at Patriot Place, LP
Provision at Patriot Parkway, LP

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).
2019 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2019 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2019 HTC
Full Application

Part 5 Tab 42

Development Team Members
The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).

### Developer:

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas Region Developer, LLC</td>
<td>(314) 561-5900</td>
<td><a href="mailto:michael@gardnercapital.com">michael@gardnercapital.com</a></td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Michael Gardner</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### 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>Gardner Capital Construction Texas, LLC</td>
<td>(512) 992-1913</td>
<td><a href="mailto:drigney@gardnercapital.com">drigney@gardnercapital.com</a></td>
<td>TBD</td>
<td>37-1799038</td>
</tr>
<tr>
<td>Dan Rigney</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### 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>Gardner Capital Construction Texas, LLC</td>
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<td><a href="mailto:drigney@gardnercapital.com">drigney@gardnercapital.com</a></td>
<td>TBD</td>
<td>37-1799038</td>
</tr>
<tr>
<td>Dan Rigney</td>
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<td></td>
<td></td>
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</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Cost Estimator:

<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>Gardner Capital Construction Texas, LLC</td>
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<td>TBD</td>
<td>37-1799038</td>
</tr>
<tr>
<td>Dan Rigney</td>
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<td></td>
<td></td>
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</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Architect:

<table>
<thead>
<tr>
<th>Name</th>
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<th>Email</th>
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<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross Architects, PLLC</td>
<td>(903) 821-1519</td>
<td><a href="mailto:mleon@crossarchitects.com">mleon@crossarchitects.com</a></td>
<td>TBD</td>
<td>03-0519517</td>
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<tr>
<td>Adam Everett</td>
<td></td>
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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No
### Civil Engineer:

<table>
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</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td><a href="mailto:RandyE@wierassociates.com">RandyE@wierassociates.com</a></td>
<td></td>
</tr>
<tr>
<td>Phone</td>
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<tr>
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### Market Analyst:

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<tr>
<th>Apartment Market Data</th>
<th>Darrel Jack</th>
<th>(210) 530-0040</th>
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</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td></td>
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<tr>
<td>Email</td>
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<tr>
<td>Tax ID Number (TIN)</td>
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<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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### Appraiser:

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<tr>
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<th>Phone</th>
</tr>
</thead>
<tbody>
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<td>Email</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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</table>

### Attorney:

<table>
<thead>
<tr>
<th>Jones Walker</th>
<th>Toni Jackson</th>
<th>(713) 437-1888</th>
</tr>
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<tbody>
<tr>
<td>Contact Name</td>
<td><a href="mailto:tjackson@joneswalker.com">tjackson@joneswalker.com</a></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>TBD</td>
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</tr>
<tr>
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### Accountant:

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<tbody>
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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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### Property Manager:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
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<tbody>
<tr>
<td>Allied-Orion Group</td>
<td>Trisha Keenan</td>
<td>(713) 622-5844</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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<tbody>
<tr>
<td><a href="mailto:tkeenan@allied-orion.com">tkeenan@allied-orion.com</a></td>
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<td>76-0156150</td>
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</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Branch</th>
<th>Contact Name</th>
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Certified Texas HUB? 

This is a direct or indirect, financial, or other interest with Applicant or other team members* 

### Bond Issuer:

<table>
<thead>
<tr>
<th>Name</th>
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<th>Phone</th>
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<tbody>
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<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
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Certified Texas HUB? 

This is a direct or indirect, financial, or other interest with Applicant or other team members* 

### Syndicator:

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Certified Texas HUB? 

This is a direct or indirect, financial, or other interest with Applicant or other team members* 

### Supportive Services Provider:

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<tr>
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<th>Contact Name</th>
<th>Phone</th>
</tr>
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<tbody>
<tr>
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<th>Tax ID Number (TIN)</th>
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Certified Texas HUB? 

This is a direct or indirect, financial, or other interest with Applicant or other team members* 

### Supportive Services Provider:

<table>
<thead>
<tr>
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<th>Contact Name</th>
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<tbody>
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Certified Texas HUB? 

This is a direct or indirect, financial, or other interest with Applicant or other team members* 

2/27/2019
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chicago Title of Texas, LLC</td>
<td>Becky Brusilow</td>
<td>(972) 419-4710</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
<thead>
<tr>
<th>Application Consultant:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. Anderson Consulting, LLC</td>
<td>Alssa Carpenter</td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td>TBD</td>
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<tr>
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<tr>
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<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Phase Engineering</td>
<td>Tracy Watson</td>
<td>(832) 485-2227</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
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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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<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
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<table>
<thead>
<tr>
<th>Other:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prudentia Development, LLC</td>
<td>Ryan Combs</td>
<td>(512) 983-0422</td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
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<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
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<table>
<thead>
<tr>
<th>Other:</th>
<th>Contact Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Email</td>
<td></td>
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<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Development Team Member Relationships with Applicant

The Applicant, Developer, Contractor, and Cost Estimator are related entities through principals.
2019 HTC
Full Application

Part 5 Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov’t Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that I (We) have reviewed and understand the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department’s website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov't Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") meet the requirements at 10 TAC §11.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 11.101(b)(8)(B) will be dispersed throughout the Development.

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

02-14-2019

Date

BRIAN RUMSEY

Printed Name

TX # 13154

License Number and State

CROSS ARCHITECTS, PLLC

Firm Name (If applicable)
Additional Architect Statement

As referenced in the 2019 Architect Certification, this Additional Architect Statement includes the following:

1. The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as shown in the following calculation forms and in the Architectural Plans contained in this Application. A minimum of 5% of all dwelling units will be designed and built to be accessible for persons with mobility impairments and a minimum of 2% of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. The calculation forms include the total number of units, number and description of unit types, and number of units of each type that will meet accessibility requirements. This statement confirms that accessible units are distributed across unit types and also the development site as shown in the architectural plans.

2. Regardless of building type, all units accessed by the ground floor or by elevator ("affected units") meet the requirements of 10 TAC §11.101(b)(8)(B). The statement confirms that the proposed development complies with visitability requirements per Fair Housing Act Design Manual standards and includes the following:

   (i) All common use facilities are in compliance with the Fair Housing Design Act Manual;

   (ii) As required by the Fair Housing Design Act Manual, there is an accessible or exempt route from common use facilities to the "affected units" as shown on the architectural site plan; and

   (iii) Each "affected unit" includes the following features:

      (I) at least one zero-step, accessible entrance;

      (II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath complies with one of the specifications set forth in the Fair Housing Act Design Manual;

      (III) the bathroom or half-bath will have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;

      (IV) there is an accessible route from the entrance to the bathroom or half-bath, and the entrance and bathroom will provide usable width; and

      (V) light switches, electrical outlets, and thermostats on the entry level will be at accessible heights.

By:  
Signature

02-21-2019

Date

BRIAN RUMSEY

Printed Name
# 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></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (800 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (950 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1150 sqft)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
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<td></td>
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<td>5</td>
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*NOTE: If total is more than what is required, Applicant will select which Unit(s) not to include Under "Units Proposed"

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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</thead>
<tbody>
<tr>
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<td></td>
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<tr>
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<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
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<tr>
<td>2/2 (950 sqft &amp; 100</td>
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<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
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<td>1</td>
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<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
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<td>E</td>
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<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
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</tbody>
</table>

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

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

By: 

[Signature]

Date: 2-22-2019

Printed Name: TJ Johnston

Firm Name (if applicable): Cross Architects

2/22/2019
### 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.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
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<tbody>
<tr>
<td>Unit Description</td>
<td>100</td>
<td>2%</td>
<td>2</td>
<td>2</td>
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<tr>
<td>1/1 (800 sqft)</td>
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<td>2%</td>
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<td>36</td>
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<td>2%</td>
<td>2</td>
<td>3</td>
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*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>
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<tbody>
<tr>
<td>Unit Description</td>
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<td>1.36</td>
<td>2</td>
<td>2</td>
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<tr>
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<td>2%</td>
<td>0.56</td>
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<td>1</td>
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<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
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<td>1</td>
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<td>0.08</td>
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<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]  
T.J. Johnston  
Firm Name (If applicable)  
Date: 2-25-2019  
Printed Name: Cross Architects  

2/25/2019
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>Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Trash Enclosure</td>
<td>2</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Pool / Courtyard</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
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</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Enter the information indicated below.

Total dwelling Units in the Development: 100
Total surface parking spaces: 194
Total carports: 0
Total garages: 0
Total parking spaces of all types: 194
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 4
Total of all types of parking spaces that serve dwelling units: 190
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 5
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 90
APSs required in excess of one per mobility accessible unit: 2
Total APSs required (including dwelling units and facilities/amenities): 11

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

Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 11
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

APSSs that Must Be Van Spaces

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

Adam Everett

Printed Name

2/22/2019

Date:

Cross Architects, PLLC

Firm Name (if applicable)
2019 HTC
Full Application

Part 5 Tab 44

Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- ☑ An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily
- ☐ 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)-
- ☐ 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
- ☐ 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

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.
2019 HTC Full Application

Part 5 Tab 44

Experience Certificate
January 4, 2018

Mr. Michael Gardner
c/o Ruben Esqueda
2501 North Harwood Street, Suite 1501
Dallas, Texas 75201

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. Gardner:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
2019 HTC
Full Application

Part 5 Tab 45

Credit Limit Documentation
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

**Part I. Applicant Credit Limit Documentation**

<table>
<thead>
<tr>
<th>No.</th>
<th>Applicant, Developer, Affiliate, or Guarantor</th>
<th>Yes</th>
<th>Submit Part II</th>
</tr>
</thead>
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<tr>
<td>1</td>
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<td>Provision at Patriot Parkway GP, LLC</td>
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<td>3</td>
<td>MG Investment Holdings, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>4</td>
<td>Prudentia Development, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>5</td>
<td>Dallas Region Developer, LLC</td>
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<td>Submit Part II</td>
</tr>
<tr>
<td>6</td>
<td>Gardner Capital Investment Fund, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>7</td>
<td>Condo Real Estate Fund, LLC</td>
<td>Yes</td>
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<td>8</td>
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<tr>
<td>9</td>
<td>Michael Gardner</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>10</td>
<td>Natalie Combs</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>11</td>
<td>Ryan Combs</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>12</td>
<td>Martin W. Moore</td>
<td>Yes</td>
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</tr>
<tr>
<td>13</td>
<td>Ava Goldman</td>
<td>Yes</td>
<td>Submit Part II</td>
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</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
Date: [2/13/19]  
Its: [Authorized Representative]  

2/13/2019
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: [MIS Investment Holdings, LLC]

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
[ ] an Affiliate to the Applicant
[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision at Patriot Parkway</td>
<td>3</td>
<td>Venus</td>
<td>90.00%</td>
<td>0%</td>
</tr>
<tr>
<td>Provision at Patriot Place</td>
<td>3</td>
<td>Hurst</td>
<td>90.00%</td>
<td>0%</td>
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<tr>
<td>Gala at Central Park</td>
<td>3</td>
<td>Hurst</td>
<td>90.00%</td>
<td>0%</td>
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</tbody>
</table>

I acknowledge that [Ryan Combs] 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)]

[MIS Investment Holdings, LLC]

Printed Name

Date: 2/15/19

2/13/2019
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: Prudentia Development, LLC

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

□ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

□ a Developer for the Applicant for this specific Application

□ an Affiliate to the Applicant

□ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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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)]

Prudentia Development, LLC

Printed Name

Date: 2/13/19
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: Dallas Region Developer, LLC

Which is:  
- [x] a Developer for the Applicant for this specific Application.
- [ ] 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
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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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)]

Dallas Region Developer, LLC

Printed Name

Date: 2/15/19

2/13/2019
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: Gardner Capital Investment Fund, LLC

Which is:
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor has applied for an allocation of tax credit authority from the Department in the current Application Round.

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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)]

Gardner Capital Investment Fund, LLC

[Printed Name]

[Date] 2/13/19
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ___________________________

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☒ a Developer for the Applicant for this specific Application
☐ an Affiliate to the Applicant
☐ a Guarantor on the Application

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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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)

condor real estate fund, llc

Printed Name

Date: 2/13/2019
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: [ ] MG Investment Fund, LLC

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
[ ] an Affiliate to the Applicant
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<td>3</td>
<td>Hurst</td>
<td>90.00%</td>
<td>0%</td>
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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] [name], Developer, Affiliate or Guarantor (as appropriate)

[ ] MG Investment Fund, LLC

Printed Name

Date: 2/13/19
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Michael Gardner

Which is: 
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [x] 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 $8 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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I acknowledge that: Ryan Combs 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 $5 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 $5 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] 

Michael Gardner 

Printed Name 

[Date] 2/13/2019
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:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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I acknowledge that [Ryan Combs] 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: [Natalie Combs]  
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

[Signature]
Printed Name

[Date: 2/11/19]
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: Ryan Combs

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
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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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)]

Ryan Combs

Printed Name

Date 2/13/19
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: Martin W. Moore

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
- [x] a Developer for the Applicant for this specific Application
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By:  

[Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

[Printed Name]

[Date] 02/20/2019

2/13/2019
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: Ava Goldman

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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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: Ava Goldman
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
Printed Name
Date: 2/20/19

2/13/2019
2019 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
Community Input Scoring Items

**TDHCA#: 19079**

1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.
   - Resolution(s) of either "no objection" or "support" is included behind this tab.**
     - City of Venus
     - Name of Local Government Body
   - ** Note that resolutions are due March 1, 2019

2. Quantifiable Community Participation - §11.9(d)(4)
   - Application expects to receive QCP points.
   - ** Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. Community Support from State Representative - §11.9(d)(5)
   - Application expects to receive points for a letter from a Representative.
   - Letter of either "support" or "opposition" is included behind this tab.**
   - ** Note that letters are due March 1, 2019

4. Input from Community Organizations - §11.9(d)(6)
   - Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

A. North Texas Fair Housing Center
   - Name of Community Organization
   - Frances Espinoza
   - Contact Name
   - X Support
   - Opposition

B. Meals on Wheels of Johnson & Ellis Counties
   - Name of Community Organization
   - Christine Hockin-Boyd
   - Contact Name
   - X Support
   - Opposition

C. CASA of Johnson County
   - Name of Community Organization
   - Kathy McClure
   - Contact Name
   - X 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

**Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

Application expects to receive points for a letter from a Representative. Letter of either "support" or "opposition" is included behind this tab.**

**Note that letters are due March 1, 2019**

City of Venus

2/25/2019
2019 HTC
Full Application

Part 6 Tab 46

Local Government Support Resolution
CITY OF VENUS
RESOLUTION NO. 29-2018-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS,
CONFIRMING SUPPORT FOR THE PROPOSED PROVISION AT PATRIOT
PARKWAY APARTMENT HOME DEVELOPMENT LOCATED AT THE
NORTHWEST CORNER OF HIGHWAY 67 AND PATRIOT PARKWAY IN THE CITY
OF VENUS, TEXAS.

WHEREAS, Gardner Capital (the “Applicant”) has proposed a development for an
apartment home community located at the northwest corner of Highway 67 and Patriot Parkway,
Venus, Johnson County, TX 76084; to be named Provision at Patriot Parkway (the
“Development”); and

WHEREAS, the Applicant has advised that it intends to submit an application to the
Texas Department of Housing and Community Affairs (TDHCA) for 2019 Competitive 9% Housing
Tax Credits for Provision at Patriot Parkway.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
VENUS, TEXAS:

1. That the City Council hereby confirms that it supports the proposed Provision at
Patriot Parkway located at the northwest corner of Highway 67 and Patriot Parkway,
Venus, Johnson County, TX 76084, and that this formal action has been taken to put
on record the opinion expressed by the city on November 26, 2018; and

2. That the City intends to issue a commitment and letter confirming that the City will
provide a loan, grant, reduced fees, or contribution of other value for the benefit of the
Development so that the Applicant may receive one (1) point for a contribution from
the City in an amount up to $500.00; and

3. That for and on behalf of the Governing Body, Mayor, James L. Burgess is hereby
authorized, empowered, and directed to certify these
resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED by the City Council of the City of Venus, Texas, this the
26TH day of November 2018.

APPROVED: 

James Burgess, Mayor

ATTEST:

Rana Gamel, City Secretary

2019 HTC
Full Application

Part 6 Tab 46

Support from State Representative
January 30, 2019
Provision at Patriot Parkway
C/O Ryan Combs
2501 N. Harwood Street, Suite 1520
Dallas, TX 75201

Dear Mr. Combs,

I received the Public Notification for Provision at Patriot Parkway (Application #19079) located at the northwest corner of Highway 67 and Patriot Parkway located in the City of Venus, Johnson County, and the 58th House District, which I represent.

Based on the support granted by the Venus City Council on November 26, 2018, I would also like to voice my support for Provision at Parkway which will serve the constituents of House District 58.

Sincerely,

DeWayne Burns
State Representative (HD-58)
February 13, 2019

Ms. Marni Holloway
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Proposed Provision at Patriot Parkway – located on the northwest corner of Highway 67 and Patriot Parkway, Venus, Johnson County, TX 76084

Dear Ms. Holloway,

Please accept this letter of support for the 2019 Housing Tax Credit application for the proposed Provision at Patriot Parkway apartment community, located on the northwest corner of Highway 67 and Patriot Parkway, Venus, Johnson County, TX 76084. We are confident the proposed housing development will provide much needed affordable housing for our community.

The North Texas Fair Housing Center is a non-profit organization that provides advocacy, counseling and education services to residents of Johnson County. We have tax exempt status and our goal is to improve neighborhoods and communities for everyone. We assist people every day that are in desperate need of affordable housing. The Provision at Patriot Parkway development would help fill some of that need. Attached I have provided a brochure about our organization and its services.

The proposed Provision at Patriot Parkway development is within our service area and we look forward to working with this affordable apartment community once constructed. If you have any questions, please feel free to contact me.

Sincerely,

Frances Espinoza
Executive Director
North Texas Fair Housing Center

Enclosures:
1. Proof of tax-exempt status
2. Brochure
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 19, 2019

NORTH TEXAS FAIR HOUSING CENTER
8625 KING GEORGE DR STE 130
DALLAS, TX 75235-2232

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 08-04-2010
Sales and use tax, as of 11-04-2010
(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: 32042368533

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.
NTFHC is a non-profit organization dedicated to **eliminating housing discrimination** in North Texas. Our counseling, discrimination complaint investigation and educational programs are provided free of charge to the community.

---

**ASK A QUESTION**

Need help with a housing issue? Click here to contact a housing counselor who can answer your questions.

**FILE A COMPLAINT**

Do you feel you have experienced housing discrimination? File a complaint online.

**DONATE NOW!**

Help us continue the fight against housing discrimination.

---

**SERVICES**

- HOUSING DISCRIMINATION: eliminate housing discrimination
- HOUSING COUNSELING: counseling services free of charge

---

**TESTERS NEEDED**

Learn more about how you can help

---

**NEWSLETTER SIGNUP**

to receive information about events & services

Enter your email address and click Send.
HOUSING COUNSELING

The North Texas Fair Housing Center provides housing counseling services free of charge to residents of the following counties:

- Collin
- Dallas
- Delta
- Denton
- Ellis
- Hunt
- Johnson
- Kaufman
- Parker
- Rockwall
- Tarrant
- Wise

We can provide you with information regarding your rights and responsibilities related to your housing matter. If we find that your housing matter may involve discrimination, one of our staff will conduct an investigation. If your housing matter does not involve discrimination, we can provide you with helpful referrals.

There are many ways to contact us. You can call our toll-free number (877-471-1022), send us an email (info@northtexasfairhousing.org), or submit your question through the Ask a Question feature on the homepage of our website. You can also visit our office Monday through Friday from 9:00am to 5:00pm.
HOUSING DISCRIMINATION COMPLAINTS

The mission of the North Texas Fair Housing Center is to eliminate housing discrimination in the North Texas region. If you feel you have experienced housing discrimination, the North Texas Fair Housing Center can investigate your claim.

We investigate complaints of housing discrimination in the following counties:

- Collin
- Dallas
- Delta
- Denton
- Ellis
- Hunt
- Johnson
- Kaufman
- Parker
- Rockwall
- Tarrant
- Wise

There are many ways to contact us. You can call our toll-free number (877-471-1022), send us an email (info@northtexashousing.org), or submit your question through the Ask a Question feature on the homepage of our website. You can also visit our office Monday through Friday from 9:00am to 5:00pm.
January 28, 2019

Mrs. Marni Holloway  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Proposed Provision at Patriot Parkway (Application #19079) – located on the northwest corner of Highway 67 and Patriot Parkway, Venus, Johnson County, TX 76084

Mrs. Holloway,

I am writing this letter of support for the 2019 application round of Housing Tax Credits for the proposed Provision at Patriot Parkway apartment community, located on the northwest corner of Highway 67 and Patriot Parkway, Venus, Johnson County, TX 76084.

Meals on Wheels of Johnson & Ellis Counties is a tax-exempt organization and has the overall betterment, development, and improvement of the community as a whole as our primary purpose. Please see the enclosures as evidence of our tax-exempt status and our existence and participation in the community.

The Provision at Patriot Parkway is within our service area and we look forward to working with this affordable apartment community once constructed. If you have any questions, please feel free to contact me.

Sincerely,

Christine Hockin-Boyd  
Executive Director

Enclosures
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 04, 2019

MEALS ON WHEELS OF JOHNSON AND ELLIS COUNTIES INC.
106 E KILPATRICK ST
CLEBURNE, TX 76031-1805

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 12-22-1976
Sales and use tax, as of 12-02-1986
   (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: 17515551533

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.
Employer ID number: 75-1555153
Form 990 required: Y

Dear CHRISTINE HOCKIN-BOYD:

We're responding to your request dated Oct. 31, 2018, about your tax-exempt status.

We issued you a determination letter in 011978, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,
MEALS ON WHEELS OF JOHNSON AND ELLIS COUNTIES INC
MEALS-ON-WHEELS OF JOHNSON & ELLIS
106 E KILPATRICK ST
CLEBURNE TX 76031-1805

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1
Meals on Wheels of Johnson & Ellis Counties

About

**BUSINESS INFO**

- **Founded in 1977**

- **Mission**
  
  Meals on Wheels of Johnson & Ellis Counties serves the children of yesterday by helping needy elderly and disabled people to remain independent and healthy in their own homes by providing home-delivered meals, daily personal contact, and support for individuals and their families.

  
  Our philosophy is simple: emphasis is placed on individuals versus numbers; communities as opposed to government boundaries; and timely service versus waiting lists.

**CONTACT INFO**

- **Call** 817.558.2840
- **m.me/MOWJEC**
- **info@mowjec.org**
- **http://www.mowjec.org**

**MORE INFO**

- **About**
  
  "Serving the children of yesterday"

- **General Information**
  
  Visit our YouTube page at:
  [http://www.youtube.com/seniormeals123](http://www.youtube.com/seniormeals123)

- **Founding date**
  
  1977

- **Products**

  Meals on Wheels serves all Johnson and Ellis counties. We provide home-delivered meals for frail, elderly, needy and disabled persons throughout both counties. Also provided are nutritional supplements, as well as information and assistance to those with special needs.

  
  Meals on Wheels staff also works closely with the individual and their families, providing needed caregiver services which include seminars and educational materials to help you care better for your loved one and yourself.

  See Menu
February 19, 2019

Mrs. Marni Holloway
Texas Department of Housing and Community Affairs
221 East 11th St.
Austin, TX 76701

Re: Proposed Provision at Patriot Parkway; northwest corner of Highway 67 and Patriot Parkway, Venus, Johnson County, Texas

Dear Mrs. Holloway,

I am writing this letter of support for the 2019 application round of Housing Tax Credits for the proposed Provision at Patriot Parkway apartment community, located on the northwest corner of Highway 67 and Patriot Parkway, Venus, Johnson County, TX 76084.

CASA of Johnson County is a tax-exempt organization and has the overall betterment, development, and improvement of the community as a whole as our primary purpose. Please see the enclosures as evidence of our tax-exempt status and our existence and participation in the community.

The Provision at Patriot Parkway is within our service area, and we look forward to working with this affordable apartment community once constructed. If you have any questions, please feel free to contact me.

Sincerely,

[Signature]
Executive Director
CASA of Johnson County

Enclosures:
Proof of tax-exempt status
Brochure from CASA of Johnson County
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 21, 2019

CASA OF JOHNSON COUNTY, INC.
1 N WALNUT ST STE 185
CLEBURNE, TX 76033-5446

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 02-20-2003
Sales and use tax, as of 02-20-2003
(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: 17607254533

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.
In reply refer to: 0248205661
July 21, 2011 LTR 4170C E0
76-0725453 000000 00
00014585
BODC: TE

JAMES OATES
250 NW TARRANT AVE STE F
BURLESON TX 76028

Person to Contact: MS. JOHNSON
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of July 12, 2011, regarding the
tax-exempt status of CASA OF JOHNSON COUNTY INC.

Our records indicate that a determination letter was issued in
JUNE 2003, granting this organization exemption from Federal
income tax under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate this organization is not a private
foundation within the meaning of section 509(a) of the Code because
it is described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to this organization as provided in
section 170 of the Code. Bequests, legacies, devises, transfers, or
gifts to the organization or for its use are deductible for Federal
estate and gift tax purposes if they meet the applicable provisions
of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding
filing requirements. Specifically, section 6033(j) of the Code
provides that failure to file an annual information return for three
consecutive years results in revocation of tax-exempt status as of
the filing due date of the third return for organizations required to
file. We will publish a list of organizations whose tax-exempt
status was revoked under section 6033(j) of the Code on our website
beginning in early 2011.

If you have any questions, please call us at the telephone number
shown above.
THE VALUE OF CASA

CASA IMPROVES LIVES.

When a child has been removed from the only home and the only life they have ever known, CASA stays by their side, providing the appropriate support and attention they deserve to help them navigate through the child welfare system.

CASA VOLUNTEERS SPEAK UP FOR OUR CHILDREN.

Court Appointed Special Advocate (CASA) volunteers are community members with a special calling to help children in need. They receive the necessary training to serve the state’s most vulnerable children and then work one-on-one with each child or sibling group forming a healthy relationship built on trust and honest communication. As CASA volunteers gather pertinent information about the child and family members involved, they also visit foster parents, teachers, doctors, and attorneys to support their court report to the judge providing them with information necessary to act in the child’s best interest. The end goal is to move a child out of the system and into a safe, loving, permanent home as quickly as possible.

CASA OF JOHNSON COUNTY

The mission of Court Appointed Special Advocates (CASA) of Johnson County is to speak out for abused and neglected children in the community as well as in court proceedings so that they can be permanently placed in a safe, nurturing environment as quickly as possible.

To learn more about becoming a CASA Volunteer please visit:

PH: 817.558.6995
FAX: 817.556.9522

http://www.casajohnsoncounty.org/volunteer

CASA OF JOHNSON COUNTY
210 FEATHERSTON
CLEBURNE, TEXAS 76033

EVERY CHILD HAS A CHANCE—IT’S YOU.
CHILD WELFARE FACTS

**Johnson County**
- In 2017 CASA of Johnson County provided volunteers for 226 children.
- 53 children went without a CASA.
- Ages of children removed from abused or neglected homes range from birth to age 17.
- 62 children were reunified with parents.
- 22 children were adopted by a relative.
- 37 children were adopted by a non-relative.
- 5 children aged out of foster care without ever having a permanent home or family.
- 96 caring and compassionate volunteers.

**Texas**
- 172 children died from child abuse or neglect.
- There were 53,657 confirmed victims of child abuse or neglect.
- 60% of child abuse or neglect victims were 6 years old or younger.
- 19,079 children were removed from home due to abuse or neglect.
- 54 children enter the foster care system each day.
- Almost every 8 minutes, a child became a victim of abuse or neglect.
- A total of 50,293 children were in the child protection system.
- 10,424 CASA volunteers advocated for 29,747 children in care in FY 2017 – this still leaves too many children without a dedicated volunteer to speak up for their needs while in care.

3 WAYS TO BE PART OF THE SOLUTION

1. **VOLUNTEER**: Speak up for a child.
2. **DONATE**: A donation to CASA of Johnson County is an investment in the future of our children.
3. **GET INVOLVED**: Consider becoming a part of: “Aiming High for Kids Clay Shoot”, the “Be the Voice” Banquet, “Pinwheeling” for Child Abuse Prevention, or contact us for other exciting ways to get involved.

CONTACT CASA OF JOHNSON COUNTY TODAY AND LEARN HOW TO GET INVOLVED
2019 HTC Full Application

Part 7 Tab 47

Third Party Reports
Environmental Site Assessment (ESA) (All Multifamily Applications)

Prepared by: Phase Engineering  
Date of Report: 1/29/2019

- 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.

Environmental Clearance (Section 811 PRA and Direct Loan applications only)

All Application 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.

- Application has submitted an environmental packet to TDHCA and determination is pending.
- 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
- A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

  Name of Firm:
  Contact Person:
  Contact Telephone:
  Email:

Primary Market Area Map

Prepared by: Apartment Market Data  
Date of Report: TBD

Property Condition Assessment (PCA)

Prepared by: N/A  
Date of Report:

Appraisal

Prepared by: N/A  
Date of Report:

Site Design and Development Feasibility Report

Prepared by: Wier & Associates  
Date of Report: 2/15/2019
Per the ESA prepared for Provision at Patriot Parkway, Provision at Patriot Parkway, LP certifies that it will comply with any and all recommendations made by the ESA provider.

Ryan Combs

Date 2/18/19
Provision at Patriot Parkway
North side of Highway 67, West of Patriot Parkway  Venus, Texas 76084
**MARKET ANALYSIS SUMMARY**

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Apartment MarketData, LLC</th>
<th>Date:</th>
<th>2/4/2019</th>
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<tbody>
<tr>
<td>Contact:</td>
<td>Darrell G Jack</td>
<td>Phone:</td>
<td>(210) 530-0040</td>
</tr>
</tbody>
</table>

**Development**

| Provision at Patriot Parkway | Target Population: | General |

**Site Location**

| N. side of Hwy 67, W. of Patriot Pkwy | City: | Venus | County: | Johnson |

**Site Coordinates**

<table>
<thead>
<tr>
<th>Latitude</th>
<th>Longitude</th>
<th>(decimal degree format)</th>
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<tbody>
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<td>32.441600</td>
<td>-97.088700</td>
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**Primary Market Area (PMA)**

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<tr>
<th>Square Miles</th>
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**CENSUS TRACTS**

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### 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.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 7.9</th>
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</thead>
</table>

Tie-Breaker Information

<table>
<thead>
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<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

Applicable Poverty Rate is less than 15.629.

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

Applicable Poverty Rate is less than 15.629.

Rent Burden Rank = 4142 (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: -97.0887
- Development Latitude: 32.4416
- Target Population: General
- Closest Development serving same Population: Pecan Tree Square Apartments
- Application Number: 14277
- Address: 101 Pecan Street, Grandview TX
- Year of Award: 2014

2/27/2019
2019 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
19079 Provision at Patriot Parkway
Third Party Request for Administrative Deficiency Response 5/9/19

1. The evidence of an easement, leasehold, or similar documented access is located in the Site Control document submitted with the Application: Section 6.3 contract references the easement and Exhibit B shows the easement on a map. The Title Commitment also includes the easement as part of the land covered by the commitment.

We reviewed the RFAD and had a different interpretation of the QAP regarding “access easement required language.” Our understanding is that “evidence that the fee title owner of the property agrees that the LURA may extend to the access easement” is required when the access easement is not already part of the Site Control.

The QAP states as follows:

(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, along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

Our reading of the above (“are not part of the Property described in the site control documentation”) is that if the easement access used for ingress/egress is not described in the site control document as being part of the property that is being purchased, then the Applicant must provide documentation of such access and evidence that the owner of the easement land agreed to the LURA (such owner could be separate from the seller of the Development Site in the application).

This section uses the defined term “Property,” which is different than “Development Site.”

(100) Property--The real estate and all improvements thereon which are the subject of the Application (including all items of personal property affixed or related thereto), whether currently existing or proposed to be built or rehabilitated thereon in connection with the Application.

(41) Development Site--The area or, if more than one tract (which may be deemed by the Internal Revenue Service and/or the Department to be a scattered site), areas on which the Development is proposed and to be encumbered by a LURA.

Because this section references “Property” and not “Development Site,” and because the definition of “Property” is “real estate and all improvements thereon which are the subject of the Application,” we again believed that an easement that was outlined in the Site Control document was acceptable. Regarding Application 19079, the easement is part of what is being purchased in the contract and it is required to access and develop the site. The access easement is “real estate” currently “proposed” and it is part of the Application since it is in the Site Control, in the Title Commitment, on the Site Plan, and in the Survey. Additionally, the street improvements that will be built on the easement are part of the Application as shown in the Development Cost Schedule. Therefore, we believe that the easement is part of the “Property” described in the site control documentation.
We consulted the 2019 Multifamily Application Procedures Manual when completing the Application, which gave the following guidance:

**Part 3 – Ingress/Egress and Easements:** If land for ingress and/or egress and any easements is held separately from the property described in the site control documents, describe how the land is held. Documentation of rights of ingress/egress must be included within site control.

Documentation of rights of ingress/egress is included with the property described in the Site Control documents for Application 19079. It is not separate from what is described in the site control documents. The easement is part of the property that will be purchased by the Development Owner. We did not conclude that anything else was required according to the Manual unless the “land for ingress and/or egress and any easements is held separately from the property described in the site control documents.” Per the last sentence of the guidance quoted above, documentation of the right of ingress/egress is included within the site control: it is described in Section 6.3 of the contract and on Exhibit B, and since it will be purchased with the site it is shown in the Title Commitment.

The language concerning Ingress/Egress and Easements is new in the 2019 QAP. We understand that there could be different interpretations of new language. If Staff does require something specific, we hope that such language and requirements are clearer in the 2020 QAP.

While we do not believe it is required per the QAP plain language and the Application Procedures Manual guidance, attached is a contract amendment confirming that the owner of the property agrees that the LURA may extend to the access easement as well as a metes and bounds description further defining the easement that was in the original contract and shown on the original survey.
FIRST AMENDMENT TO EARNEST MONEY CONTRACT AND PURCHASE AND SALE AGREEMENT

This First Amendment to Earnest Money Contract and Purchase and Sale Agreement is made and entered into effective as of the 7th day of May, 2019, by and between HFLP Ltd., a Texas limited partnership ("Seller") and Gardner Capital Investment Fund, LLC., a Texas limited liability company, ("Purchaser"), or its permitted assigns;

Whereas, the parties hereto entered into that certain Earnest Money Purchase and Sale Agreement dated on or about December 5, 2018, for the purchase of approximately 6 acres in the City of Venus, Johnson County, Texas (the "Original Contract"); and

Whereas, Purchaser is seeking financing through an allocation of Housing Tax Credits from TDHCA as set out in Section 6.1 of the Original Contract, and such financing has certain requirements with respect to real estate that does not abut a public right-of-way; and

Whereas, the parties agreed in Section 6.3 of the Original Contract that Seller would provide ingress and egress (among other things) to the Property through an access easement over and across Seller’s land;

Now therefor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

1. The parties agree that the ingress and egress easement ("Access Easement") to be provided by Seller to Purchaser is set forth more particularly by metes and bounds description attached hereto as Exhibit "A", and, subject to modifications required by the Texas Department of Transportation ("TXDOT") or municipal authorities having jurisdiction, the Access Easement will be provided such that the Property will have perpetual access to a public right-of-way (Highway 67).

2. The parties further acknowledge that once acquired, a Land Use Restrictive Agreement will need to be filed to subject the multifamily real estate being developed on the Property by Purchaser to a land use restriction agreement (the “LURA”). The purpose of a LURA is to provide affordable housing by limiting the maximum rent that can be charged for a unit and by requiring that some or all of the units be made available only to households with incomes below a certain percentage of the Average Median Income. This is an agreement to which the Purchaser agrees in exchange for the promise of future tax credits which is necessary for Purchaser’s multifamily development. These land use restrictions will be documented in the LURA, which will be recorded in the public record and will run with the Purchaser’s Property. Since the Access Easement is required for approval pursuant to Paragraph 1 above, the Seller agrees that the LURA will also be effective to subject the Access Easement to the LURA. If the Access Easement is subject to a lien from a lien of Seller’s lender, Seller will endeavor to obtain such lender’s approval to subordinate the lien to the Access Easement and the LURA.
3. All other terms and conditions of the Original Contract shall remain in full force and effect. This First Amendment may be executed in multiple counterparts. Facsimile signatures shall be deemed originals for all purposes.

Executed effective the 7th day of May, 2019.

SELLER:

HFLP LTD
A Texas limited partnership

By: ________________________________
Mohammad Yousof Hakemy, Partner

Gardner Capital Investment Fund, LLC
A Texas limited liability company

By: ________________________________
Michael Gardner, Member/Manager
EXHIBIT "A"

FIELD NOTES - DESCRIPTION

24' WIDE ACCESS EASEMENT

BEING A TRACT OF LAND LOCATED IN THE RADFORD BERRY SURVEY, ABSTRACT No. 26, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO HFLP, LTD., RECORDED IN INSTRUMENT NUMBER 2016–10336, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE N 24°02'51" W, DEPARTING THE SOUTH LINE OF SAID HFLP TRACT AND THE NORTH RIGHT–OF–WAY LINE OF SAID U.S. HIGHWAY NO. 67, A DISTANCE OF 204.29 FEET TO A POINT;

THENCE N 65°07'50" E, 24.00 FEET TO A POINT;

THENCE S 24°02'51" E, 204.46 FEET TO A POINT IN THE NORTH RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 67 AND THE SOUTH LINE OF SAID HFLP TRACT;

THENCE S 65°31'21" W, ALONG THE SOUTH LINE OF SAID HFLP TRACT AND THE NORTH RIGHT–OF–WAY LINE OF SAID U.S. HIGHWAY NO. 67, A DISTANCE OF 24.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.113 ACRES (4,905 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:
1. ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTERED BY WESTERN DATA SYSTEMS.
2. THIS EXHIBIT WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.

SURVEYOR PREPARING THIS EXHIBIT:
WIER & ASSOCIATES, INC.
2201 E. LAMAR BLVD., SUITE 202 ARLINGTON, TEXAS 76010 METRO (817)467-7700
Texas Board of Professional Land Surveying Registration No. 10033800

24' WIDE ACCESS EASEMENT
CITY OF VENUS, JOHNSON COUNTY, TEXAS

DRAWN BY: ALS
APPROVED: 20
SHEET NO. 2 OF 2
REV.
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

The Department has received a Third Party Request for Administrative Deficiency (RFAD) regarding HTC Application 19079 Provision at Patriot Parkway. The request includes information that was not previously provided to the Department, and, pursuant to §11.10 of the QAP, staff believes that the administrative deficiency should be issued. Please refer to the copy of the request that you received from the requestor.

The request questions whether the Applicant has provided evidence supporting the access easement required language in the Purchase and Sale Agreement for the development site and/or its access roads to the development site indicated on the Site Plan.

Provide evidence of an easement, leasehold, or similar documented access, along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules.
Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business
day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the
Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at
the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are
submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions
regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at
(512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they
apply to due diligence, applicant responsibility, and the competitive nature of the program for which they
are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on , 2019. Please respond to this
email as confirmation of receipt.**

About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs
through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing
development, home ownership opportunities, weatherization, and community-based services for Texans in need. For
more information, including current funding opportunities and information on local providers, please visit
www.tdhca.state.tx.us.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834
Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).

About TDHCA

The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us
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
VIA EMAIL

April 30, 2019

Texas Department of Housing and Community Affairs
Attn: Marni Holloway - Director of Multifamily Finance
Attn: Sharon Gamble – 9% HTC Program Administrator
221 East 11th Street
Austin, TX 78701

RE: TDHCA #19079 – Provision at Patriot Parkway

Dear Marni and Sharon:

In accordance with Section 11.10 of the 2019 QAP, Palladium USA is requesting staff to consider whether the matters described in this letter and supporting documentation should be the subject of an Administrative Deficiency. We are also providing a copy to the representative for Application #19079.

In Section 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 documents, the Applicant must provide evidence of an easement, leasehold, or similar documented access, along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement. This Applicant does not have evidence supporting the access easement required language in the Purchase and Sale Agreement for the development site and/or its access roads to the development site indicated on the Site Plan.
I have attached a copy of the contract as supporting documentation.

Should you have any questions or require additional information please contact me. My contact information is below.

Sincerely,

Thomas E. Huth  
President and CEO  
Palladium USA International, Inc.  
Phone: 972-774-4400  
Fax: 972-774-4484  
Email: thuth@palladiumusa.com

Attachments
Box not checked

- 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.

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

- 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: ___________________________
Johnson County, Texas

EARNEST MONEY CONTRACT AND PURCHASE AND SALE AGREEMENT FOR REAL ESTATE (UNIMPROVED)

Gardner Capital Investment Fund, LLC, a Texas limited liability company, or its assigns (collectively the "Purchaser"), offers to purchase from HFLP LTD (the "Seller") certain real estate being a tract or tracts of land consisting of approximately 6 acres, more or less, located at the northwest corner of Highway 67 and Patriot Parkway within ABST 26 TR 15,16 R BERRY, located in The City of Venus, Johnson County, Texas, described more specifically on Exhibit "A" (the "Land") attached hereto, together with all improvements thereon and appurtenances and hereditaments thereunto belonging (all of which is hereinafter referred to as the "Real Estate"), for the total sum of ONE MILLION FOURTEEN THOUSAND SEVEN HUNDRED SIXTY AND 00/100 ($1,014,760.00) or $3.88 per square foot of net acreage as set forth in the Survey (and further defined in Paragraph 7.2) (the "Purchase Price") of the Real Estate, subject to the following and only the following, written terms and conditions of this Earnest Money Contract and Purchase and Sale Agreement for Real Estate (this "Contract").

1. Earnest Money Deposits. Purchaser shall deposit within five (5) business days to the Escrow Agent of the Title Company (the "Escrow Agent") the initial sum of Twenty-Five Thousand and No/00 Dollars ($25,000.00) (the "Initial Deposit") as earnest money for this transaction (the "Initial Deposit"). Upon completion of the inspections and submission of a full tax credit application and supplemental documentation to the Texas Department of Housing and Community Affairs ("TDHCA") and upon written notice of an allocation of tax credits, Purchaser shall deposit, to the Escrow Agent on or before August 31, 2019, the additional sum of Twenty-Five Thousand and No/00 Dollars ($25,000.00) as a second Earnest Money Deposit (the "Second Deposit"). On or before October 31, 2019, Purchaser shall deposit to the Escrow Agent, the additional sum of Twenty-Five Thousand and No/00 Dollars ($25,000.00) as a third Earnest Money Deposit (the "Third Deposit"). At the Closing, the Initial Deposit, Second Deposit, and Third Deposit (collectively, the "the Earnest Money") shall be credited to the Purchase Price. In addition, Purchaser shall commit to, at a reasonable cost to Purchaser not to exceed $25,000.00, to provide rough grading only Seller's remaining highway frontage property lying between Purchaser's property and Highway 67 during the construction of the apartment complex, but in no event, concurrent with Buyer's rough grading of Buyer's Real Estate after Closing.
If Purchaser, in its sole discretion determines prior to August 31, 2019, not to proceed with a purchase of the Real Estate, then the Purchaser shall notify the Seller and Escrow Agent in writing that the Purchaser terminates this Contract, in which event the Purchaser shall receive a refund of the Initial Deposit, this Contract shall be automatically terminated, and the parties shall have no further obligations one to the other, except those which expressly survive. However, if the Purchaser is unable to obtain a resolution of support from City of Venus and a letter of support from the State Representative in a form acceptable to TDHCA on or before March 1, 2019, the Purchaser shall be obligated to terminate the contract by providing written notice to the Seller and Escrow Agent, in which event the Purchaser shall receive a refund of the Initial Deposit, this Contract shall be automatically terminated and all parties shall have no further obligations one to the other.

All materials furnished by Seller during Inspection Period shall be returned to Seller; and all due diligence materials, including surveys, environmental studies, geotechnical reports, and feasibility reports prepared on behalf of the Purchaser during the Inspection Period shall be provided to the Seller upon receipt of the Initial Deposit. Purchaser shall provide copies of all due diligence materials including surveys, environmental studies, geotechnical reports, and feasibility reports, all civil plans, topographical and boundary surveys prepared by or obtained by Purchaser at Purchaser expense at no cost to Seller.

1.1. **Payment on Closing.** At Closing, Purchaser shall pay to Seller the entire Purchase Price; provided that Purchaser shall receive a credit against the Purchase Price at Closing in the amount of the Earnest Money and any other credits to which Purchaser is entitled under this Contract.

2. **The Real Estate.**

2.1 It is hereby acknowledged and understood by Seller that Purchaser intends to develop the Real Estate as a residential apartment complex (hereinafter sometimes referred to as "Purchaser's Use"), and it is therefore a condition of this Contract that Purchaser must be able to determine on or before August 31, 2019 to its satisfaction, in its sole discretion, each of the following matters;

2.1.1 that all existing utilities are accessible to the Real Estate at a reasonable cost and in sufficient size and capacity to adequately serve Purchaser's Use;

2.1.2 that the environmental conditions of the Real Estate as they relate to the Purchaser's Use, including without limitation, topography, soil consistency, geotechnical analysis, floodway designation, wetlands and animal preservation issues, are satisfactory to Purchaser; and

2.1.3 that the development of Purchaser's Use upon the Real Estate is economically feasible in all respects.

2.2 It is hereby understood and acknowledged by Seller that, if Purchaser is unable to obtain satisfactory results with respect to the matters specified in Paragraph 2.1 on or before August 31, 2019, then Purchaser may, at its election, notify Seller in writing, at the place herein provided for notices, that it is dissatisfied with one or more of the matters specified in Paragraph 2.1, and that it thereby cancels and terminates this Contract, in which case neither party shall have further liability to the other arising
out of this Contract, and the Title Company shall immediately return the Initial Deposit to Purchaser. In the event Purchaser fails to so notify Seller of its election to cancel and terminate this Contract by such date, then such conditions shall be deemed satisfactory to Purchaser and Purchaser shall have no right to terminate this Contract, except for Seller’s default.

3. **Reports: Due Diligence Materials.** On or before five (5) days after Seller’s acceptance hereof, Seller shall furnish to Purchaser copies of any existing environmental assessment reports, surveys, inspections, soil/geotechnical reports or other reports relating to the Real Estate in Seller’s possession. During the Inspection Period Purchaser shall have the right, at its expense, to obtain an environmental Phase I assessment for the Real Estate from an environmental consulting firm reasonably acceptable to Purchaser (the "Consultant"), the results of which shall be set forth in a report certified by the Consultant to Purchaser.

4. **Financing.** It is a condition precedent to Purchaser’s obligations hereunder that Purchaser shall receive an allocation of tax credits from the TDHCA for the development of the Real Estate, all in an amount and upon terms and conditions acceptable to Purchaser in its sole discretion (the "Allocation"). It is hereby understood and acknowledged by Seller that if after diligent pursuit Purchaser does not receive the Allocation, then Purchaser may cancel and terminate this Contract by notification thereof to Seller prior to expiration of the Inspection Period, and the Title Company shall immediately return the Initial Deposit to Purchaser in accordance to this Contract, and thereafter both parties shall be relieved of all further obligations under this Contract. If Purchaser fails to provide notice of cancelation on or before 5:00 p.m. Central Time, August 31, 2019, the financing condition shall be deemed to be satisfied.

5. **Inspection Period.** Purchaser shall have one hundred and twenty (120) days following the execution date of the Contract (the "Inspection Period") to perform title and survey due diligence and to compile the documents deemed necessary by Purchaser, in its sole discretion, for submittal of an application and supporting documents including third party reports, letters, and resolutions (collectively, the "Application") to TDHCA for an allocation of housing tax credits.

   If Purchaser, in its sole discretion, determines prior to the conclusion of the Inspection Period not to proceed with the Application, then the Purchaser shall provide written notification to the Seller and Escrow Agent prior to 5:00 p.m., Dallas, Texas time on the last day of the Inspection Period. The Purchaser may terminate and shall receive a refund of the Initial Earnest Money subject to the following:

   (a) If this Contract is terminated prior to end of the Inspection Period, the Initial Earnest Money shall be returned to Purchaser.

   (b) All materials furnished by Seller during the Inspection Period shall be returned to Seller upon Purchaser’s receipt of the Initial Deposit.

   (c) Copies of due diligence materials including surveys, environmental studies and geotechnical reports, and feasibility reports prepared on behalf of the Purchaser during the Inspection Period shall be provided to the Seller upon receipt of the Initial Deposit.
(d) If Purchaser fails to give Seller timely written notice that Purchaser has elected to terminate this Contract by reason of any title, survey or issues involving the Application, the Purchaser shall be deemed to have waived its right to terminate, but Purchaser retains its rights to terminate for any other reasons as set forth in other Sections of this Contract.

**Insurance Coverage.** Purchaser represents, warrants and covenants that, in making any entry onto or any intrusive or non-intrusive physical or environmental inspections of the Real Estate, Purchaser and all of Purchaser’s Agents entering onto or accessing the Property shall carry not less than One Million Dollars ($1,000,000.00) comprehensive general liability insurance insuring all activity and conduct of Purchaser and Purchaser’s Agents while exercising such right of inspection, entry and access. Upon request, Purchaser shall provide or cause Purchaser’s Agents to provide proof of insurance meeting the minimum amounts and requirements defined herein. The foregoing covenant of Purchaser and minimum insurance amount shall not impair, limit or reduce the scope, extent or amount of the Purchaser’s Indemnity Obligations under this Agreement.

**Notice of Inspection.** Purchaser agrees that in exercising its right of access hereunder, Purchaser will use and will cause Purchaser’s Agents to use their best efforts not to interfere with Seller’s use of its adjacent property. Purchaser shall, at least 48 hours prior to inspection, give Seller notice, written or verbal, of its intention to conduct any inspections. Purchaser agrees to cooperate with any reasonable request by Seller in connection with the timing of any such inspection. Purchaser agrees (which agreement shall survive Closing or termination of this Agreement) to provide Seller with a copy of any and all information, materials and data that Purchaser and/or Purchaser’s Agents discover, obtain or generate in connection with or resulting from its inspection of the Real Estate.

**Restoration of Real Estate.** Purchaser shall, at its sole cost and expense, promptly restore to as close a condition as reasonably possible with respect to physical damage or alteration of the physical condition of the Real Estate that results from any inspections conducted by or on behalf of Purchaser. The provisions of this Section shall survive the termination of this Contract.

**Indemnification.** PURCHASER AGREES (WHICH AGREEMENT SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT) TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY LOSS, INJURY, DAMAGE, CLAIM, CAUSE OF ACTION, LIEN, COST OR EXPENSE, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF A BREACH OF THE FOREGOING AGREEMENTS BY PURCHASER IN CONNECTION WITH THE INSPECTION OF THE PROPERTY, OR OTHERWISE FROM THE EXERCISE BY PURCHASER OR PURCHASER'S AGENTS OF THE RIGHT OF INSPECTION, ENTRY OR ACCESS UNDER THIS CONTRACT (COLLECTIVELY, "PURCHASER'S INDEMNITY OBLIGATIONS"). THIS SECTION SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS CONTRACT.

6. **Purchaser’s Conditions to Sale**

6.1 **Finance Contingency:** Purchaser’s obligation to purchase the Real Estate is conditioned upon the Purchaser’s ability to secure financing through an allocation of Housing Tax Credits (an "Award") from TDHCA. Purchaser anticipates that TDHCA will provide a notification of Award for the intended development on or before July 31, 2019 and written notification of commitment for funding on
or before August 31, 2019. If Purchaser fails to provide notice of cancelation on or before 5:00 p.m. Central Time, August 31, 2019, the Financing Contingency shall be deemed to be satisfied.

6.2 Entitlement Contingency. Purchaser's obligation to purchase the Real Estate is conditioned upon the Purchaser's ability to secure all state and municipal approvals (the "Entitlements") including but not limited to rezoning, variances and permits deemed necessary by the Purchaser, in its sole discretion, to develop and operate the Real Estate for Purchaser's Use. Seller shall reasonably assist Purchaser in submittal of applications required for Entitlements, but shall be under no obligation to expend any funds in so doing. If Purchaser is unable to obtain the Entitlements, Purchaser may send written notice to Seller and terminate this Contract, and receive a refund of the Earnest Money.

6.3 Access and Utilities Contingency. Purchaser's obligation to purchase the Real Estate is conditioned upon Purchaser confirming, prior to August 31, 2019, the following:

(a) The Purchaser's ability to obtain all rights-of-way, easements and licenses including but not limited to all ingress and egress, parking, grading, drainage, sewer and any other utility easements (the "Easements") necessary for the Purchaser to access, develop, and operate the Real Estate for Purchaser's Use. Seller shall reasonably cooperate and assist Purchaser in securing and documenting the Easements required for Purchaser's multifamily development, but shall be under no obligation to expend any funds in so doing.

(b) The Purchaser's ability to extend an entrance drive and extend utilities including but not limited to electricity, water, and sanitary sewer (the "Improvements") to the Real Estate, Purchaser's ability to make connections to existing utilities (including but not limited to electricity water and sanitary sewer) and Purchaser's ability to construct Improvements to the standards and specifications required by the City, State, and/or utility providers. Seller shall reasonably cooperate and assist Purchaser in securing approvals to construct Improvements, but shall be under no obligation to expend any funds in so doing.

(c) Prior to Closing, if the Property is to be platted as a condition of Closing, Seller shall grant perpetual, non-exclusive access and utility easements over Seller's adjacent property for the benefit of the Property. Any and all access or utility easements shall be subject to Seller's reasonable approval and consent which Seller agrees will not be unreasonably conditioned, delayed or withheld. Purchaser and Seller agree to use their reasonable efforts to negotiate an agreement pertaining to the necessary access and utility easements, including the reciprocal nature of same if applicable, based on the easement concept sketches in the form Exhibit B attached hereto and made a part hereof for all purposes, or other locations permitted by the City of Venus and/or TxDOT and reasonably agreeable by Seller ("Reciprocal Easement Agreements"). If the Property is to be platted as a condition of Closing, the Reciprocal Easement Agreements shall become effective and be recorded prior to Closing (if required by Purchaser's Lender or equity investor) at Purchaser's expense. Purchaser will be responsible for constructing and maintaining the improvements within the easement at Purchaser's expense. Purchaser will indemnify and hold Seller harmless from the cost and expense (including attorney's fees) of
obtaining the rescission or vacation of any Governmental Approvals or rescinding any Reciprocal Easements if Closing does not occur.

7. Survey/Title. Seller shall provide evidence of any existing survey and title, and Purchaser shall review the same, as follows:

7.1 Within thirty (30) days after Purchaser’s receipt of the last of the Title Commitment, the exception documents and Survey, if any, Purchaser shall notify Seller in writing of any objections. If Purchaser fails to notify Seller at least ten (10) days prior to the expiration of the Inspection Period, Purchaser shall be deemed to have accepted all exceptions to title and all other matters shown on the Commitment and Survey.

7.2 Within sixty (60) days after Seller’s acceptance of this Contract, Purchaser shall obtain a new staked survey of the Real Estate prepared and certified by a Registered Professional Land Surveyor (the “Survey”). The Survey shall set forth the net acreage of the Real Estate, which shall be equal to the gross acreage excluding any portion of the Real Estate lying within a flood zone, wetlands, or existing highway or public right-of-way. The net acreage shall be used to calculate the Purchase Price. The survey description shall be used in Seller’s deed conveying the Real Estate to Purchaser, unless the Property is to be platted as a condition to Closing, in which case the Survey shall be revised to reflect the plat. In any event, the Survey shall be sufficient to cause the Title Company to delete the standard survey exceptions from the Title Policy described in Paragraph 7.3 below at Purchaser’s expense. Upon acceptance of the Survey by parties and the Title Company, the legal description from the Survey shall automatically be substituted for Exhibit “A” attached hereto without the need for further amendment of this Earnest Money Contract and Purchase and Sale Agreement. If the Property is required to be platted or re-platted prior to Closing, the parties will cooperate with one another to do so and the resulting platted legal description shall be further substituted and be utilized at Closing.

7.3 Within thirty (30) days from Seller’s acceptance of this Contract, Seller shall furnish to Purchaser a title insurance commitment, issued by the Title Company, showing the condition of Seller’s title to the Real Estate and all exception documents including easements, restrictions, agreements or other matters burdening and/or benefiting the Real Estate (the “Title Commitment”).

7.4 Within thirty (30) days after receipt of the later of (a) the Title Commitment (together with legible copies of all instruments noted in the Title Commitment as special exceptions, and any endorsements to the Title Commitment that Purchaser wishes to receive) and (b) the Seller’s existing Survey, Purchaser shall notify Seller of any unacceptable physical or other defects therein disclosed. Seller shall have thirty (30) days after written notice from Purchaser as to Purchaser’s objections, to cure or remove any such unacceptable defects, at Seller’s sole cost and expense but in no event shall Purchaser respond later than one (1) business day prior to the expiration of the Inspection Period (“Seller’s Cure Period”). If Seller is unable or unwilling to cure or remove such defects within said period, Purchaser may cancel and terminate this Contract upon written notice to Seller delivered to Seller before the expiration of the Inspection Period, in which event the Title Company shall immediately return the Initial Deposit to Purchaser. Seller shall be obligated to pay any amounts...
identified on Schedule C of the Title Commitment necessary to cause the removal at or before Closing of all monetary liens, mortgages, security instruments and UCC financing statements. If Purchaser fails to notify Seller of an objection to an exception to title as reflected on the Title Commitment within the time provided herein, then Purchaser shall be deemed to have accepted the status of title as reflected therein. Any exceptions to title reflected on the said commitment to which Purchaser fails to timely object (except monetary liens, mortgages, security instruments and UCC financing statements to be released at or before Closing) shall be deemed a "Permitted Exception". Upon Closing, Seller shall provide to Purchaser, at Seller's sole cost and expense, a standard owner's policy of title insurance (the "Title Policy") issued by the Title Company, in the amount of the Purchase Price, showing good and indefeasible title in the Real Estate in Purchaser, subject only to current taxes and assessments not then due and payable and Permitted Exceptions; all endorsements to the Title Policy will be at Purchaser's sole cost and expense.

8. Taxes and Assessments. Seller assumes and agrees to pay all real estate taxes assessed and due prior to Closing. Purchaser assumes and agrees to pay all real estate taxes assessed and due after Closing (i.e., prorated to date of Closing) and any assessments for municipal improvements made after Closing. Any taxes not assumed by Purchaser and which are not due and payable at the time of Closing shall be allowed to Purchaser as a credit on the cash payment required at Closing, and Seller shall not be further liable for such taxes. If the actual tax rate is not known on the date of Closing, the taxes shall be prorated based upon the prior year's tax rate. Anything to the contrary contained herein notwithstanding, Purchaser will be solely responsible for any rollback taxes assessed against the Real Estate after closing by reason of the change of use of the Real Estate by Purchaser after Closing. If Seller is asked to pay or required to pay any rollback taxes assessed after Closing due to Purchaser's change in use of the Property, Purchaser shall indemnify and hold Seller harmless for all costs, loss, damages and/or expenses resulting therefrom, including attorney's fees. Any ad valorem taxes due on the Real Estate after Closing for periods post-Closing (including Rollback taxes) shall be the responsibility of Purchaser.

9. Closing. If this offer is accepted as herein provided (subject to Purchaser's rights to terminate this Contract as provided in this Contract) the transaction contemplated hereby shall be closed (the "Closing") in the offices of the Title Company, or such location as agreed upon by the parties, on or before December 31, 2019 (the "Closing Date"). Purchaser shall have the right to extend the Closing Date for one (1) period of sixty (60) days (the "Extension Period") upon written notice to Seller on or before the Closing Date. Purchaser shall place in escrow an additional Twenty-Five Thousand and No/100 ($25,000.00) (the "Extension Deposit") for the Extension Period. The Extension Deposit and all Earnest Money shall at that time be non-refundable to Purchaser, apart from Seller Default, the Earnest Money shall be credited against the Purchase Price at Closing, provided however, the Extension Deposit shall not be applied to the Purchase Price.

At Closing, Seller agrees to deliver to Purchaser, in accordance with the terms of this Contract, the following:
(a) a duly authorized and executed special warranty deed in recordable form, conveying
good and indefeasible title to the Real Estate, subject only to current taxes not yet due and payable and
the Permitted Exceptions, unless otherwise agreed in writing by Purchaser;

(b) all other documentation which may be required by the Title Company to insure
Purchaser with good and indefeasible title to the Real Estate;

(c) the Title Policy;

(d) a closing statement; and

(e) all other documents necessary or appropriate to complete the transaction
contemplated by this Contract.

10. Possession. Seller shall deliver exclusive possession of the Real Estate to Purchaser at Closing
and funding. The Real Estate shall not be subject to any leases or tenancies as of the date possession is
delivered to Purchaser.

11. Right of Inspection and Tests. After Seller’s acceptance, hereof and throughout the term of this
Contract, Purchaser and its agents and representatives shall have the right to enter upon the Real Estate
to make tests as to the adaptability of the Real Estate for Purchaser’s Use, such tests to include without
limitation soil borings, surveys, drilling and all tests normally performed for the determination of the
suitability of real estate for Purchaser’s Use and for the collecting of all information necessary thereto.
All such tests made by the Purchaser are to be made at Purchaser’s expense, and Purchaser shall be
liable for any damage caused to the Real Estate or to any persons thereon during said tests, and hereby
agrees to indemnify and hold harmless Seller from and against any such damage or injury or claims and
causes of action resulting therefrom, irrespective of the termination of this Contract.

12. Representations and Warranties. The Real Estate will be sold “as is,” and Purchaser will have,
prior to the Closing Date, the opportunity to inspect the Real Estate, and Seller makes no representation
or warranty as to the physical condition or value of the Real Estate. With the exception of any
representations or warranties specifically set forth in Sections 12 and 20 this Agreement and Seller’s
warranty of title contained in the deed, Purchaser acknowledges that Seller has made no other
representations or warranties regarding the condition of the Real Estate; provided, however, that Seller
shall retain all known and unknown liabilities that may arise prior to the Closing Date of any type or
nature (whether tortious, contractual or statutory) relating to the Real Estate.

Purchaser acknowledges that except for any express warranties and representations contained in this
Section 12 of this Agreement and Seller’s warranty of title contained in the deed, Purchaser is not
relying on any written, oral, implied or other representations, statements or warranties by Seller or any
agent of Seller or any real estate broker or salesman. All previous written, oral, implied or other
statements, representations, warranties or agreements, if any, are merged in this Agreement. Except as
expressly set forth herein or in the Deed, Seller disclaims and Purchaser waives any alleged warranty
concerning or regarding (1) the nature and condition of the Real Estate, including the suitability thereof
for any activity or use; (2) any improvements or substances located thereon; or (3) the compliance of
the Real Estate with any laws, rules, ordinances or regulations of any government or other body. Except
as expressly set forth in this Agreement and the Deed, SELLER HAS NOT MADE, DOES NOT MAKE AND
EXPRESSLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES,
EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY,
HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE REAL ESTATE OR ITS
SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PURCHASER AFFIRMS THAT PRIOR TO
CLOSING PURCHASER SHALL HAVE (i) INVESTIGATED AND INSPECTED THE REAL ESTATE TO ITS
SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE PHYSICAL CONDITION OF THE REAL
ESTATE AND (ii) MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY,
QUALITY AND CONDITION OF THE REAL ESTATE, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR
HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL
CONTAMINATES, AND (b) THE REAL ESTATE'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE
OR USE. PURCHASER HEREBY ACCEPTS THE REAL ESTATE IN ITS PRESENT CONDITION ON AN "AS IS",
"WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS, AND ACKNOWLEDGES THAT
(1) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE AND (ii) THAT SELLER SHALL
OTHERWISE BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION,
REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE REAL ESTATE.

Seller represents and warrants unto Purchaser, based upon Seller's Knowledge, as of the date hereof,
and as of the date of the closing, that:

**Utilities to Real Estate.** The Real Estate is serviced by municipal sewer and water systems. To
the knowledge of the Seller, the electrical, mechanical, and utility systems are in good working
order. Seller has not received written notice that:
(i) there are existing maintenance problems with respect to the utility systems;
(ii) these utilities systems are not suitable for the operation of the Project;
(iii) there are unpaid utility assessments, charges, tap fees, paybacks or other obligations for
improvements affecting the Real Estate.

**No Notice of Condemnation.** Seller has not received written notice of any actual or
contemplated condemnation proceedings and there is no current condemnation proceeding
that the Seller is a party to.

**No Notice of Special Tax Assessment.** Seller has not received written notice of any special tax
assessment and there is no current special assessment proceeding that the Seller is a party to.

**No Adverse Restrictions.** Seller has entered into no covenants, conditions, easements,
restrictions, agreements or encumbrances which would prohibit the continued operation of the
Real Estate as it is currently being operated.

**No Outstanding Option to Purchase.** No person, firm, corporation or other legal entity
whatsoever has any right, contract or option or first right of refusal whatsoever to acquire the
Real Estate or any portion or portions thereof or any interest or interests therein.

**No Notice Environmental issues.** To Seller's knowledge, neither Seller nor any third party have
used, generated, manufactured, produced, stored or disposed of any explosives, asbestos,
radioactive materials, hazardous wastes, toxic substances or related injurious materials,
whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials"), on or under the Real Estate, other than materials used in construction of the improvements located on the Real Estate or in Seller's routine operations on the Real Estate, some of which are considered to be Hazardous Materials. Seller has no knowledge of existing environmental contamination as of the Effective Date. Seller has very little knowledge regarding the contents of the tenant storage units at the Real Estate, some of which may contain Hazardous Materials. Seller has not received any notice from any person or governmental entity that environmental contamination has been released or is present on the Real Estate.

**No Litigation.** Seller has no knowledge of any litigation, action or claim, whether pending or threatened, affecting any part of the Real Estate, nor of any facts that would form the basis of such a claim.

**Lawful Owner.** Seller is the lawful owner of the Real Estate and holds insurable and marketable title to the Real Estate, free and clear of all liens and encumbrances other than the removable liens which Seller has the right to cause to be discharged at Closing and items which Seller has accepted or created.

**Authority to Sale.** The Seller has the complete power and authority to enter into this Agreement and to sell the Real Estate to the Purchaser in accordance with the terms hereof and to perform each and every term and condition of this Contract and the party executing this Contract on behalf of Seller is authorized to do so on behalf of Seller without obtaining any approvals or consents from any third parties.

Notwithstanding anything in this Contract to the contrary, Seller shall be fully responsible, as current owner of the Real Estate, for all liabilities related to the Real Estate which arose prior to the Closing Date as set forth herein. Seller agrees to execute a certificate confirming that the representations and warranties made by Seller in this Contract remain true and correct as of the Closing Date.

The term "Seller's actual knowledge," "to Seller's knowledge," "knowledge of Seller," or any other reference to the knowledge of Seller (a) shall mean and apply to the person who has the most significant actual knowledge of Seller, being Shair Hakemy, (the "Knowledge Individual") and not to any other persons or entities, (b) shall mean the actual (and not implied or constructive) knowledge of such individual, without any duty on such individual to conduct any investigation or inquiry of any kind and (c) shall not apply to or be construed to apply to information or material which may be in the possession of Seller generally or incidentally, but which is not actually known to the Knowledge Individual. Similarly, any reference to any written notice, claim, litigation, filing or other correspondence or transmittal to Seller set forth herein shall be limited to refer to only those actually received by or known to the Knowledge Individual in a limited manner.

13. **Condemnation.** If prior to Closing the Real Estate shall be subjected to a taking, either total or partial, by eminent domain, condemnation, or for any public or quasi-public use, Purchaser shall have the right to either (i) terminate this Contract by providing written notice thereof to Seller at the place designated herein for such notices, or (ii) proceed to close the transaction contemplated by this
Contract, in which event Seller shall assign to Purchaser at Closing all of the condemnation awards from such condemnation action.

14. Notices. All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or sent by facsimile with electronic confirmation of receipt by the recipients, or, if mailed, on the second day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first day after deposit with a nationally-recognized overnight delivery service (e.g., FedEx), in all events addressed appropriately as follows:

If to Seller: HFLP LTD
c/o Shair Hakemy
2331 W Northwest Hwy
Dallas, TX 75209
Email: sbhakemy@gmail.com

With a copy to: Hansen Attorneys
Attn: Jeff Hansen
1101 Little School Road
Arlington, Texas 76071
jeff@hansenattorneys.com

If to Purchaser: Gardner Capital Investment Fund, LLC
2501 N. Harwood St., Suite 1520
Dallas, TX 75201
Attn: Ryan Combs, John W. Palmer
Email: rcombs@gardnercapital.com; jpalmer@gardnercapital.com

With a copy to: Gardner Capital, Inc.
4803 S. National, Suite 200
Springfield, MO 65810
Attn: Rowland H. Geddie, III
Email: rgeddie@gardnercapital.com

With a copy to: David E. Brusilow Esq.
Coats Rose, PC
14755 Preston Road, Suite 600
Dallas, TX 75254
Email: brusilow@coatsrose.com

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.
16. **Entirety of Agreement; Amendments.** This Contract shall be binding upon and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties hereto. This Contract embodies the entire agreement between the parties hereto and there are no representations, promises, understandings or agreements, oral or written, between the parties which are not set forth herein. This Contract may be amended only by a written instrument signed by Purchaser and Seller.

17. **Survival.** All the representations, warranties and covenants of Seller stated herein shall survive the Closing and the conveyance of the Real Estate to Purchaser and shall be binding upon and inure to the parties hereto and their respective heirs, successors, and assigns.

18. **Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the State of Texas.

19. **Attorneys’ Fees.** In the event of any controversy, claim, or dispute between Purchaser and Seller arising out of or related to this Contract or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, legal assistant fees, costs and expenses.

20. **Brokers.** Upon sale of the Real Estate, Seller agrees to pay commission to Demian P. Salmon with Stream Realty from Seller’s proceeds.

   - (a) Commission percentage to be six percent (6%) of the Purchase Price to be paid by Seller and made payable to Demian P. Salmon with Stream Realty.
   - (b) Seller and Purchaser each represent and warrant to the other that it has not dealt with any real estate broker relating to this Contract or the Real Estate, other than those listed above, and Seller and Purchaser each represent and Seller warrants to Purchaser that Seller shall be responsible for all real estate commission fees associated with the Contract to be paid by Seller to the above brokers.
   - (c) Any other fees or real estate commissions occasioned by the execution and/or consummation of this Contract shall be the sole responsibility of the party contracting therefore, and such party agrees to indemnify and hold harmless the other party from all claims for such commission(s), and costs or expenses related thereto.

21. **Counterparts.** This Contract may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

22. **Assignment.** Purchaser shall be entitled to assign its rights and obligations in and under this Contract to any of its affiliates without the prior written consent of Seller.

23. **Nonrefundable Consideration:** Contemporaneously with the execution and delivery of this Contract, Purchaser has delivered to Seller and Seller hereby acknowledges the receipt of a check in the amount of Fifty Dollars ($50.00) (the “Independent Contract Consideration”), which amount the parties bargained for and agreed to as consideration for Purchaser’s exclusive right to inspect and purchase the Real Estate pursuant to this Contract and for Seller's execution, delivery and performance of this
Contract. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided in this Contract, is nonrefundable, and it is fully earned and shall be retained by Seller notwithstanding any other provision of this Contract.

[Remainder of page intentionally left blank]
Dated: effective as of the 28th day of November, 2018

"PURCHASER"

Gardner Capital Investment Fund, LLC,
a Texas limited liability company

By: [Signature]

Name: Michael Gardner
Title: Member/Manager
ACCEPTANCE OF OFFER

The undersigned hereby accepts the foregoing offer effective the 27th day of Nov, 2018.

"SELLER"

HFLP LTD

By: [Signature]

Name: Muhammad Yousef Hakemy

Title: Partner
“TITLE COMPANY”

Chicago Title Insurance Company
14755 Preston Road, Suite 600
Dallas, TX 75254

Attn: Becky Brusilow / Jackie Voss
Email: rbrusilow@coatsrose.com / jvoss@coatsrose.com
Phone: 972-419-4710 / 972-419-4760

By: 

Name: Jackie Voss
Title: Commercial Escrow Officer

Dated: effective as of the 28th day of November, 2018

**Earnest Money** in the amount of $25,000.00 has been received by Escrow as of Wednesday, December 5, 2018, via wire transfer.

Receipted by: Jackie Voss Date: December 5, 2018

**Independent Consideration** in the amount of $50.00 has been received by Escrow as of Wednesday, December 5, 2018, and will be forwarded accordingly to Seller.

Receipted by: Jackie Voss Date: December 5, 2018
Exhibit A

All or a portion of a certain tract or tracts of land consisting of approximately 6 acres, more or less, located at the northwest corner of Highway 67 and Patriot Parkway within ABST 26 TR 15,16 R BERRY, located in The City of Venus, Johnson County, Texas.
Exhibit B

As mentioned in Section 6.3(c) of this Contract, the Reciprocal Easement Agreement and exact locations shall be negotiated by the Purchaser and the Seller during the term of the Contract. In addition, any contemplated easements shall not exceed the minimum standards that the City of Venus requires. Both Purchaser and Seller acknowledge that the City of Venus and TXDOT will have to give final approval on the location of any easements as to access and utilities, as applicable.
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
May 28, 2019

Ryan Combs
Provision at Patriot Parkway, LP
2501 N. Harwood St., Ste. 1520
Dallas, TX 75201

RE: Status of 2019 Competitive Housing Tax Credit Application 19079 Provision at Patriot Parkway, Venus

Dear Mr. Combs:

The Texas Department of Housing and Community Affairs ("the Department") is in receipt of the application submission indicated above. The Application did not include evidence of an easement, leasehold, or similar documented access, along with evidence that the fee title owner of the property agrees that the land use restriction agreement (LURA) may extend to the access easement as required by 10 TAC §11.204(10) related to Site Control. Per the rule:

(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, along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

Because the Application did not meet the threshold requirement for Site Control, the Application is terminated, pending the Applicant’s ability to appeal.

An appeal process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in 10 TAC §11.902 of the 2019 QAP. Should you choose to appeal this decision to the Executive Director, you must file your appeal, in writing, with the Department not later than seven (7) calendar days after the date of this letter. If you are not satisfied with the decision of the Executive Director or if the Executive Director does not respond, you may file a further appeal with the Board of Directors of the Texas Department of Housing and Community Affairs. Please review §11.902 of the 2019 QAP for full instructions on the appeals process.
If you have any questions or concerns, please contact me at 512-475-1676 or by email at marni.holloway@tdhca.state.tx.us.

Sincerely,

[Signature]

Marni Holloway
Director of Multifamily Finance
June 3, 2019

David Cervantes
Acting Director
TDHCA
221 East 11th Street
Austin, TX 78701-2410

RE: Appeal of Termination Notice for Application 19079, Provision at Patriot Parkway.

Dear Acting Director Cervantes,

We are appealing a Termination Notice for Application 19079 (Provision at Patriot Parkway) (“Application”) that was delivered on May 28, 2019. Staff has terminated the Application for failure to comply with §11.204(10)(D) of the QAP:

(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, along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement. [emphasis added]

According to the Termination Notice, the Application did not include evidence of an easement, leasehold, or similar documented access, along with evidence that the fee title owner of the property agrees that the land use restriction agreement (“LURA”) may extend to the access easement as required by 10 TAC §11.204(10)(D) (“Subsection (D)”) related to Site Control.

1. By its stated terms, Subsection (D) does not apply to the Application.
   The rule above states in an “if/then” statement that if ingress and egress to a public right of way are not part of the Property described in the site control documentation, then additional evidence of access must be provided. Staff has overlooked the Survey dated 2/13/19 provided in the Design and Development Feasibility Report submitted by Wier & Associates, Inc. (attached as Exhibit 1) and referenced in Section 7.2 of the Earnest Money Contract and Purchase and Sale Agreement (“PSA”).
   The Survey shows that the Property abuts Washington Way, a public right of way, therefore, access to ingress and egress to a public right of way were a part of the Property described in the site control documentation. As a result, the second part of Subsection (D) does not even apply. The fact is, our Property as shown on the Survey, did have ingress and egress to a public right of way at the time of Application because our Property abuts that right of way. Please see the Surveyor’s letter attached as Exhibit 2.

2. The Property also includes a proposed access easement, to which Subsection (D) does not apply.
   In addition to the ingress and egress provided by Washington Way (which takes our Property out of the purview of Section (D)), the Application includes a proposed 24-feet wide access easement (the “Easement”) which would provide ingress and egress to U.S. Highway No. 67 across land retained by Seller. The Easement is referenced in the PSA under Section 6.3 as a condition of closing and is required to be included if the Property is platted. The approximate location of the Easement is shown on Exhibit B of the PSA, with the proviso that the exact location is subject to agreement by Purchaser and Seller and approval by the City of Venus and/or TXDOT. This proviso was included to permit accommodation of the City’s and TXDOT’s requirements concerning curb cuts providing access to the public right of way.
We note particularly that Subsection (D) uses the defined term “Property,” instead of the defined term “Development Site.”

**Property**--The real estate and all improvements thereon which are the subject of the Application (including all items of personal property affixed or related thereto), whether currently existing or proposed to be built or rehabilitated thereon in connection with the Application.

**Development Site**--The area or, if more than one tract (which may be deemed by the Internal Revenue Service and/or the Department to be a scattered site), areas on which the Development is proposed and to be encumbered by a LURA. [emphasis added]

Because Subsection (D) references “Property” and not “Development Site,” and because the definition of “Property” is “real estate and all improvements thereon which are the subject of the Application,” we again believe that the Easement was outlined in the Site Control documentation and was therefore acceptable without the need for additional evidence that the fee title owner has agreed that the LURA may extend to the Easement. The Easement is part of what is being purchased in the PSA. The Easement is “real estate” currently “proposed” and it is part of the Application since it is included in the PSA, as well as the Survey, the Title Commitment, and it is shown on the Site Plan. Additionally, the access drive improvements that will be built on the Easement are part of the Application as shown in Tab 28 (Offsite Costs) and Tab 20 (Development Cost Schedule). All in all, we believe that the Easement is clearly part of the “Property” described in the original site control documentation – and as such, Subsection (D) does not apply to it.

3. **We attempted to comply with the “Spirit” of Subsection (D), as well as what it actually says.**

Subsection (D) is a new rule in 2019, and some of the language is ambiguous in its terminology. We made our best effort to comply with the intent, which was to prove that we have access to a public right of way. Our understanding for the need for Subsection (D) was when access to a public right of way needed to come from a property owner other than the Seller of the site. In that instance it would be reasonable to require proof that there is access and that the seller understands it may be subject to a LURA.

We are not aware of any extensive public discussion of the purpose or effect of Subsection (D), other than a brief reference on pages 3-4 of the 2019 Application Webinar Q&A:

- **If access is through an easement tract, must the fee of the easement tract be subjected to the LURA?**
  - 10 TAC 11.204(10)(D), regarding Site Control requirements, reads as follows: “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, along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement” (emphasis present in staff’s response).

- **Ingress/Egress implies that the access easement will be included in the LURA. Is that now required?**
  - Yes. Please see staff’s response above.

We also consulted the 2019 Multifamily Application Procedures Manual when completing the Application, which gave the following guidance:

**Part 3 – Ingress/Egress and Easements:** If land for ingress and/or egress and any easements is held
separately from the property described in the site control documents, describe how the land is held.
Documentation of rights of ingress/egress must be included within site control.

Documentation of rights of ingress/egress is included with the Property described in the site control documents for the Application. It is not separate from what is described in the site control documents. The Easement is part of the Property that will be purchased by the Development Owner. We did not conclude that anything else was required according to the Manual unless the “land for ingress and/or egress and any easements is held separately from the property described in the site control documents.” Per the last sentence of the guidance quoted above, documentation of the right of ingress/egress is included within the site control: it is described in Section 6.3 of the PSA and on Exhibit B of the PSA, and since it will be purchased with the site it is shown in the Title Commitment.

An RFAD initiated the issues concerning Subsection (D), stating that “This Applicant does not have evidence supporting the access easement required language in the Purchase and Sale Agreement for the development site and/or its access roads to the development site indicated on the Site Plan.” Staff issued an Administrative Deficiency that referenced the RFAD, to which we timely responded. Although we believe that the Application and the Easement are not subject to Subsection (D), we do understand that the TDHCA does have an interest in confirming that the Easement would be subject to the LURA – even though Subsection (D) is not written in such a manner as to properly require additional evidence supporting the agreement to subject the Easement to the LURA. Accordingly, our response to the Administrative Deficiency was to provide our interpretation of Subsection (D), but also to provide a copy of an executed First Amendment to the PSA that clearly stated that the Seller agreed to subject the Easement to the LURA. That First Amendment is attached as Exhibit 3.

4. Subsection (D) matter should have been resolved with the Administrative Deficiency Response.
A Material Deficiency happens where there is an “inability to provide documentation that existed prior to submission of an Application.” We showed the Easement in our original Application as well as in our Title Commitment, Development Cost Schedule, and Survey. Therefore, we had documentation that existed prior to submission of the Application. If staff believes that we needed to further define the Easement and reflect the Seller’s agreement that it be covered by the LURA, we should be allowed to fix that inconsistency through an Administrative Deficiency. The Administrative Deficiency process allows an Applicant “to provide non-material missing information in the original Application” to fix inconsistencies. We fully intend to fix inconsistencies and if staff wants to see language a specific way in our site control documentation, we are happy to comply. That is why we promptly amended our PSA to further define our Easement and to include LURA approval language - even though our original site control documentation included the Easement and therefore was not subject to Subsection (D).

The deficiency cited amounted to an inconsistency, as we clearly had approval in our site control documentation for site access to multiple right of ways. To terminate an application because of an unclear rule that amounts to an immaterial revision to our application, would not be consistent with the Administrative Deficiency process and really sets a precedent for developers to look for any tiny inconsistencies to try to get competitors terminated. The QAP process has been and should be fair for all and while we must uphold standards, we also must use common sense and not terminate deals for issues that can be easily clarified, like this one.

Conclusion.
The application process is a tough and detailed process and one that I have successfully navigated for multiple funded applications over the past several years. I fully appreciate that TDHCA staff is not out to have “gotcha” moments by making the rules and process too restrictive. That is why the Administrative Deficiency process is so important. That process allows an applicant “to provide non-material missing information in the original Application” to fix
inconsistencies. Subsection (D) was added in 2019 to accomplish a specific purpose. That purpose was to put language into the rules that would serve to ensure that an applicant’s site would have access to a public right of way, which is a reasonable requirement in and of itself. Our Development Site does have access via Washington Way. Our Site Plan indicates that we anticipate that the preferred primary access will be via the Easement – however, if the Easement never materialized, we would still be able to develop the Project using access via Washington Way. If the Easement is implemented, as we fully believe will happen, then we have made the effort to clarify through the First Amendment that the Seller has consented to the Easement being subject to the LURA. We think that this is complying with the “spirit” of Subsection (D), even though the actual wording of the rule excludes our Application from its coverage.

Thank you for this opportunity to present our appeal of this matter. We sincerely hope that you will give this letter serious consideration and rescind the Termination Notice issued by Staff. If you have any questions or require any additional information to reach a decision, please do not hesitate to call me at 512-983-0422.

Sincerely,

Ryan Combs
Gardner Capital
512-983-0422
EXHIBIT 1

Survey
EXHIBIT 2

Surveyor’s Letter
May 29, 2019

Mr. Ryan Combs  
Gardner Capital  
2501 North Harwood Street, Suite 1520  
Dallas, Texas 75201

E-mail  rcombs@gardnercapital.com


Dear Mr. Combs:

Wier & Associates, Inc. prepared a TSPS Category IA, Condition II, Land Title Survey for a 5.945 Acre tract of land located along the South Right-of-Way line of Washington Way, City of Venus, Johnson County, Texas. This survey was signed and sealed by Aaron Stringfellow, R.P.L.S. (State of Texas No. 6373) dated February 13, 2019.

The North line of the 5.945 Acre tract of land shown on the survey abuts the South Right-of-Way line of Washington Way (a 50-foot platted Right-of-Way to the City of Venus, Texas).

Please let me know if you have any questions or need any further assistance with the information stated above.

Sincerely,

Gregg Madsen, R.P.L.S., No. 5798  
Vice President
EXHIBIT 3

First Amendment
FIRST AMENDMENT TO EARNEST MONEY CONTRACT AND PURCHASE AND SALE AGREEMENT

This First Amendment to Earnest Money Contract and Purchase and Sale Agreement is made and entered into effective as of the 7th day of May, 2019, by and between HFLP Ltd., a Texas limited partnership (“Seller”) and Gardner Capital Investment Fund, LLC., a Texas limited liability company, (“Purchaser”), or its permitted assigns;

Whereas, the parties hereto entered into that certain Earnest Money Purchase and Sale Agreement dated on or about December 5, 2018, for the purchase of approximately 6 acres in the City of Venus, Johnson County, Texas (the “Original Contract”); and

Whereas, Purchaser is seeking financing through an allocation of Housing Tax Credits from TDHCA as set out in Section 6.1 of the Original Contract, and such financing has certain requirements with respect to real estate that does not abut a public right-of-way; and

Whereas, the parties agreed in Section 6.3 of the Original Contract that Seller would provide ingress and egress (among other things) to the Property through an access easement over and across Seller’s land;

Now therefor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties agree as follows:

1. The parties agree that the ingress and egress easement (“Access Easement”) to be provided by Seller to Purchaser is set forth more particularly by metes and bounds description attached hereto as Exhibit “A”, and, subject to modifications required by the Texas Department of Transportation (“TXDOT”) or municipal authorities having jurisdiction, the Access Easement will be provided such that the Property will have perpetual access to a public right-of-way (Highway 67).

2. The parties further acknowledge that once acquired, a Land Use Restrictive Agreement will need to be filed to subject the multifamily real estate being developed on the Property by Purchaser to a land use restriction agreement (the “LURA”). The purpose of a LURA is to provide affordable housing by limiting the maximum rent that can be charged for a unit and by requiring that some or all of the units be made available only to households with incomes below a certain percentage of the Average Median Income. This is an agreement to which the Purchaser agrees in exchange for the promise of future tax credits which is necessary for Purchaser’s multifamily development. These land use restrictions will be documented in the LURA, which will be recorded in the public record and will run with the Purchaser’s Property. Since the Access Easement is required for approval pursuant to Paragraph 1 above, the Seller agrees that the LURA will also be effective to subject the Access Easement to the LURA. If the Access Easement is subject to a lien from a lien of Seller’s lender, Seller will endeavor to obtain such lender’s approval to subordinate the lien to the Access Easement and the LURA.
3. All other terms and conditions of the Original Contract shall remain in full force and effect. This First Amendment may be executed in multiple counterparts. Facsimile signatures shall be deemed originals for all purposes.

Executed effective the 7th day of May, 2019.

SELLER:

HFLP LTD
A Texas limited partnership

By: ________________________________
Mohammad Yousof Hakemy, Partner

Gardner Capital Investment Fund, LLC
A Texas limited liability company

By: ________________________________
Michael Gardner, Member/Manager
FIELD NOTES—DESCRIPTION
24’ WIDE ACCESS EASEMENT

BEING A TRACT OF LAND LOCATED IN THE RADFORD BERRY SURVEY, ABSTRACT No. 26, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED TO HFLP, LTD., RECORDED IN INSTRUMENT NUMBER 2016–10336, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:


THENCE N 24°02’51” W, DEPARTING THE SOUTH LINE OF SAID HFLP TRACT AND THE NORTH RIGHT–OF–WAY LINE OF SAID U.S. HIGHWAY NO. 67, A DISTANCE OF 204.29 FEET TO A POINT;

THENCE N 65°07’50” E, 24.00 FEET TO A POINT;

THENCE S 24°02’51” E, 204.46 FEET TO A POINT IN THE NORTH RIGHT–OF–WAY LINE OF U.S. HIGHWAY NO. 67 AND THE SOUTH LINE OF SAID HFLP TRACT;

THENCE S 65°31’21” W, ALONG THE SOUTH LINE OF SAID HFLP TRACT AND THE NORTH RIGHT–OF–WAY LINE OF SAID U.S. HIGHWAY NO. 67, A DISTANCE OF 24.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.113 ACRES (4,905 SQUARE FEET) OF LAND, MORE OR LESS.

NOTES:
(1) ALL BEARINGS SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD OF 1983, AS DERIVED BY FIELD OBSERVATIONS UTILIZING THE RTK NETWORK ADMINISTERED BY WESTERN DATA SYSTEMS.
(2) THIS EXHIBIT WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE COMMITMENT.

SURVEYOR PREPARING THIS EXHIBIT:
WIER & ASSOCIATES, INC.
2201 E. LAMAR BLVD., SUITE 20E ARLINGTON, TEXAS 76010 METRO (817)467-7700
Texas Board of Professional Land Surveying Registration No. 10033800

24’ WIDE ACCESS EASEMENT
CITY OF VENUS, JOHNSON COUNTY, TEXAS

242 2 OF 2
June 12, 2019

Writer's direct dial: 512/475-1676
Email: david.cervantes@tdhca.state.tx.us

Ryan Combs
Provision at Patriot Parkway, LP
2501 N. Harwood St., Ste. 1520
Dallas, TX 75201

RE: APPEAL OF TERMINATION OF 2019 COMPETITIVE HOUSING TAX CREDIT APPLICATION 19079 PROVISION AT PATRIOT PARKWAY, VENUS

Dear Mr. Combs:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of your appeal, dated June 3, 2019, regarding the application submission indicated above. Staff had determined that the Application did not include evidence of an easement, leasehold, or similar documented access, along with evidence that the fee title owner of the property agrees that the land use restriction agreement (LURA) may extend to the access easement as required by 10 TAC §11.204(10) related to Site Control. Per the rule:

(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, along with evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

The appeal states that the survey in the Application “shows that the Property abuts Washington Way, a public right of way, therefore, access to ingress and egress to a public right of way were a part of the Property described in the site control documentation. As a result, the second part of Subsection (D) does not even apply. The fact is, our Property as shown on the Survey, did have ingress and egress to a public right of way at the time of Application because our Property abuts that right of way.” The survey does indicate that the property abuts Washington Way. However, the survey also indicates that the point of ingress and egress would be by way of the property along Highway 67. Because the Application does not indicate ingress and egress to Washington Way, Subsection (D) is applicable for the land between the Development Site and Highway 67 (the stated ingress and egress).
The appeal asserts that an access easement is referenced in the purchase and sale agreement (PSA) as part of the Property described therein, which makes Section D inapplicable. The PSA states:

- **6.3 Access and Utilities Contingency.** Purchaser's obligation to purchase the Real Estate is conditioned upon Purchaser confirming, prior to August 31, 2019, the following:
  
  (c) Prior to Closing, if the Property is to be platted as a condition of Closing, **Seller shall grant perpetual, non-exclusive access and utility easements over Seller's adjacent property for the benefit of the Property.** Any and all access or utility easements shall be subject to Seller’s reasonable approval and consent which Seller agrees will not be unreasonably conditioned, delayed or withheld. Purchaser and Seller agree to use their reasonable efforts to negotiate an agreement pertaining to the necessary access and utility easements, including the reciprocal nature of same if applicable, based on the easement concept sketches in the form Exhibit B attached hereto and made a part hereof for all purposes, or other locations permitted by the City of Venus and/or TXDOT and reasonably agreeable by Seller ("Reciprocal Easement Agreements"). If the Property is to be platted as a condition of Closing, the Reciprocal Easement Agreements shall become effective and be recorded prior to Closing (if required by Purchaser's Lender or equity investor) at Purchaser's expense.

Staff believes that the references to the access easement in the PSA as shown indicate an agreement between the parties for an access easement **if the Property is to be platted as a condition of closing.** Staff will accept the first amendment to the PSA as submitted in the deficiency response to represent a clarification of the Sellers agreement that such “perpetual” access will be guaranteed by the LURA, regardless of whether the Property is platted.

I find that the issues raised in your appeal clearly demonstrate that the information provided resolves the questions raised, and accordingly I am granting the appeal. The next posted log will return your Application to its previous status in Urban subregion 3. Should you have any questions, please contact Sharon Gamble, Competitive Tax Credit Program Administrator, at sharon.gamble@tdhca.state.tx.us or by phone at 512-936-7834.

Sincerely,

David Cervantes
Acting Director
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