2019 Multifamily Uniform Application Certification

Development Name: Trinity Place Apartments

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.1(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

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

Trinity Place Senior Housing Limited Partnership

Applicant Entity Name

Signature of Authorized Representative

Matt Rule

Printed Name

Vice President

Title

Date

2-21-2019

Sworn to and subscribed before me on the

by Matt Rule

(Personalized Seal)

21\textsuperscript{st} day of February, 2019

TAMMY L. SHAFFER

Notary Public Signature

Notary Public, State of

Franklin

County of

My Commission Expires: 11/15/2019

Date

1/10/2019
Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of the issuance of a Determination Notice. Therefore, as required in 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, all remaining parts of the Application, including the ESA, the Market Study, Property Condition Assessment, Appraisal and Site Design and Feasibility Report, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that the Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing term sheets) or failure to resolve application deficiencies timely subsequent to submission may delay completion of Department staff’s review and/or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Pursuant to 10 TAC §11.201(6)(B) Applicants requesting to be on the May, June or July Board meetings are advised that such Applications will not be prioritized for review and processing based on timing constraints associated with the Competitive HTC program. Further, the Applicant is encouraged to review 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, the Multifamily Housing Revenue Bond Rules at 10 TAC Chapter 12, the 2019 4% HTC and Tax Exempt Bond Process Manual and the 2019 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the Application.

I request to be on the Board agenda selected below and pursuant to 10 TAC §11.201(2)(B) of the Qualified Allocation Plan I understand that I must provide the remaining parts of the Application by the applicable corresponding deadline:

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
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</thead>
<tbody>
<tr>
<td>January 17, 2019</td>
<td>November 2, 2018</td>
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<tr>
<td>February 21, 2019</td>
<td>December 7, 2018</td>
</tr>
<tr>
<td>March 21, 2019</td>
<td>January 4, 2019</td>
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<tr>
<td>April 25, 2019</td>
<td>February 8, 2019</td>
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<tr>
<td>May 23, 2019</td>
<td>March 8, 2019</td>
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<tr>
<td>June 27, 2019</td>
<td>April 12, 2019</td>
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<tr>
<td>July 11, 2019</td>
<td>April 26, 2019</td>
</tr>
<tr>
<td>July 25, 2019</td>
<td>May 10, 2019</td>
</tr>
</tbody>
</table>

1/10/2019
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) located on the Department's website [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](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)(l) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

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

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

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

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

Accessibility Requirements

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

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

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

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

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

_____ The Applicant certifies that no disclosure regarding §11.901(16) of the Qualified Allocation Plan is necessary.

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

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that has terminated, voluntarily or involuntarily, within the past 10 years or plans to or is negotiating to terminate their relationship with any other affordable housing development. The disclosure identified the person or persons and development involved, the identity of each other development and contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the termination or proposed termination, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(M) of the Qualified Allocation Plan related to such disclosure.

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

Voluntary Compliance Agreement with any Governmental Agency *(select one box as applicable)*

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.
The Applicant certifies that no disclosure regarding §11.202(1)(N) of the Qualified Allocation Plan is necessary.

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

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

X The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.

The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.

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

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

The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.
Neighborhood Risk Factors (select one of the main boxes as applicable)

X  The Development Owner certifies that the Development is not located in an area with any of the neighborhood risk factors described in §11.101(a)(3) of the Qualified Allocation Plan and that no disclosure is necessary;

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

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

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

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

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

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

The Development will satisfy the minimum point threshold for common amenities as further described in §11.101(b)(5) of the Qualified Allocation Plan. These amenities must be for the benefit of all residents (market rate and low-income), meet accessibility standards, be sized appropriately to serve the proposed Target Population, be made available throughout normal business hours, and be maintained throughout the Affordability Period. The residents must be provided written notice of the amenity elections made by the Development Owner.

The Development will meet the minimum size of Units as further described §10.101(b)(6)(A) of the Qualified Allocation Plan.
The Development (excluding competitive Housing Tax Credit Applications) will include enough unit and development construction features to meet the minimum number of points as further described in §11.101(b)(6)(B) of the Qualified Allocation Plan.

The Development (excluding competitive Housing Tax Credit Applications) will include enough resident supportive services, at no charge to the residents, be accessible to all residents (market rate and low-income), and maintained throughout the Affordability Period, to meet the required minimum number of points as further described in §11.101(b)(7) of the Qualified Allocation Plan, and offered in accordance with §10.619 of the Uniform Multifamily Rules. The tenant must be provided written notice of the elections made by the Development Owner.

If income averaging is elected, Unit Designations for all units identified as 20%, 30%, 40%, 50%, 60%, 70% and 80% Units will be dispersed across all Unit Types in a manner that does not violate fair housing laws, as required by 10 TAC §10.605(c), effective February 28, 2019.

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

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

The Development Owner will comply with any and all notices required by the Department.

None of the criteria in subparagraphs (A) – (N) of §11.202(1) of the Qualified Allocation Plan, related to ineligible Applicants, applies to those identified on the organizational chart for the Applicant, Developer and Guarantor.

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is
affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification, and subject to criminal penalties as defined by Tex. Penal Code §§37.01 et seq., and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the providing of false information in connection with the procurement of allocations or awards, that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2019 REVISED Development Owner’s Certification

By:

Signature

Matt Rule

Printed Name

Senior Vice President

Title

2/21/2019

Date

THE STATE OF OHIO §

COUNTY OF Franklin §

Before me, a notary public, on this day personally appeared Matt Rule, 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 21ST day of February, 2019

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
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.
Applicant Eligibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

MARK RICKETTS

Printed Name

President / CEO

Title

2/20/2019

Date

THE STATE OF Ohio

COUNTY OF Franklin

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

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

(Seal)

CORRI PAGE

NOTARY PUBLIC

STATE OF OHIO

My Commission Expires November 9, 2020

Notary Public Signature

Page 6 of 6

February 13, 2019
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

TANYA HAHN

Printed Name

SVP/CFO

Title

2/10/2019

Date

THE STATE OF OHIO

COUNTY OF FRANKLIN

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

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

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

Steve Bodkin

Printed Name

SVP/COO

Title

2/21/2019

Date

THE STATE OF OHIO §

COUNTY OF Franklin §

Before me, a notary public, on this day personally appeared Steve Bodkin, 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 21st day of February, 2019

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
By: ________________

Teresa Spirznanjel

Printed Name

Title

Jan 20, 2019

Date

THE STATE OF OHIO

COUNTY OF Franklin

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

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

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
By: 

Signature of Authorized Representative

Jeff Wolf

Printed Name

SVP

Title

2/20/2019

Date

THE STATE OF OHIO 

COUNTY OF FRANKLIN

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

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

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
By: [Signature]

Signature of Authorized Representative

Susan DiMickele

Printed Name

SUP/General Counsel/Secretary

Title

Feb 19, 2019

Date

THE STATE OF Ohio

COUNTY OF Franklin

Before me, a notary public, on this day personally appeared Susan DiMickele, 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 19th day of February, 2019

[Notary Seal]

LESLIE A CRABBE

NOTARY PUBLIC

STATE OF OHIO

Comm. Expires 11-06-2022

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

[Printed Name]

[Title]

[Date]

THE STATE OF OHIO

COUNTY OF Franklin

Before me, a notary public, on this day personally appeared [Printed Name], 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 [Date] of February, 2019

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
By:  

Signature of Authorized Representative

Danielle Willis

Printed Name

SUP

Title

2/22/2019

Date

THE STATE OF OHIO

COUNTY OF Franklin

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of February, 2019

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: ___________________________
   Signature of Authorized Representative

Michelle Norris
Printed Name

EVP
Title

2-20-19
Date

THE STATE OF OHIO
COUNTY OF Franklin

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

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

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Doug Vesey

Printed Name

Treasurer

Title

2/19/2019

Date

THE STATE OF OHIO

COUNTY OF Franklin

Before me, a notary public, on this day personally appeared Doug Vesey, 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 19th day of February, 2019

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

[Printed Name] J. Lynn Anderson

Printed Name

[Title] Chairman

Date 2/20/19

THE STATE OF Ohio §

COUNTY OF Franklin §

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

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

(Seal)

CORRI PAGE
NOTARY PUBLIC
STATE OF OHIO

My Commission Expires November 9, 2020
2019 REVISED Applicant Eligibility Certification

By: [Signature]

Signature of Authorized Representative

[Printed Name]

Peter Vogel

Printed Name

[Title]

Vice-Chairman

Date

2/22/2019

THE STATE OF

Ohio

COUNTY OF

Franklin

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

Given under my hand and seal of office this 22nd day of February 2019.

(Seal)

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019

[Signature]

TAMMY L. SHAFFER
Notary Public Signature
2019 REVISED Applicant Eligibility Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2019 REVISED Applicant Eligibility Certification

By: [Signature of Authorized Representative]

Servon Harris

Printed Name

Sole Member

Beauty Ventures LLC

Title

Feb 26th, 2019

Date

THE STATE OF Texas

COUNTY OF Harris

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

Servon Douglas Harris, known to me to be the person whose name is

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

that the statements therein contained are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of Feb., 2019

(Seal)

JESSICA L CAROZ
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 12/30/2019
NOTARY ID 13046467-4

[Notary Public Signature]
Multifamily Direct Loan Certification (10 TAC Chapter 13)

Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

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

The form for the certification will be posted to the Department’s website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Tracey Fine</td>
<td><strong>Phone:</strong> (773) 860-5747</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:tfine@nationalchurchresidences.org">tfine@nationalchurchresidences.org</a></td>
<td>(773) 860-5747</td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 2335 North Bank Drive</td>
<td></td>
</tr>
<tr>
<td>Street: 2335 North Bank Drive</td>
<td>City: Columbus</td>
</tr>
<tr>
<td><strong>State:</strong> OH</td>
<td><strong>Zip:</strong> 43220</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Eric Walker</td>
<td><strong>Phone:</strong> 614-273-3734</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ewalker@nationalchurchresidences.org">ewalker@nationalchurchresidences.org</a></td>
<td>614-403-7558</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> N/A</td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong></td>
<td></td>
</tr>
<tr>
<td>Street:</td>
<td>City:</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td><strong>Zip:</strong></td>
</tr>
</tbody>
</table>
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### Criteria Promoting Development of High Quality Housing

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

High Quality Housing Total: 17

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

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

Serve and Support Texans Most in Need Total: 49

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td>6</td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td>10</td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td>1</td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td>1</td>
</tr>
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</table>

Community Support and Engagement Total: 11

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

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

Efficient Use of Limited Resources and Applicant Accountability Total: 43

Point Deductions

<table>
<thead>
<tr>
<th></th>
<th>§11.9(f)</th>
</tr>
</thead>
</table>

Total Application Self Score: 120

2/15/2019
### Site Information Form Part I

#### 1. Development Address (All Programs)
- **Address**: 1203 Cushing Drive
- **City**: Round Rock
- **ETJ?**: No

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>78664</td>
<td>Williamson</td>
<td>Urban</td>
</tr>
</tbody>
</table>

#### 2. Census Tract Information (All Programs)
- **Census Tract Number**: 48491020704
- **No QCT?**: Yes
- **Median Household Income**: 50595.00
- **Quartile**: 3q
- **Poverty Rate**: 16.4

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

#### 3. Resolutions (Competitive HTC and Tax-Exempt Bonds, if applicable) [10 TAC §11.3]
Check the boxes of true statements below. Resolutions must be provided to demonstrate eligibility for any unchecked item.

- **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)]

- **The site is not located in a county with a population that exceeds one million.** Yes
- **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.** No
- **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:** No

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

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

#### 6. Zoning [10 TAC §11.204(11)] and Flood Zone Designation [10 TAC §11.101(a)(1)] (All Programs)
- **Development Site is appropriately zoned?**: Yes
- **Zoning Designation**: MF-2
- **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


- **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.**

2/26/2019

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>Voigt EL</td>
<td>EE through 5</td>
<td>YES</td>
</tr>
<tr>
<td>CD Fulkes MS</td>
<td>6 through 8</td>
<td>YES</td>
</tr>
<tr>
<td>Cedar Ridge HS</td>
<td>9 through 12</td>
<td>YES</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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

The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 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.
Maps:

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

Resolutions:

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

Zoning and Floodplain

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

Farmland Designation

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

Go to 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)

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

1/10/2019
Trinity Place Apartments

Retirement Home

1203 Cushing Dr, Round Rock, TX 78664
F8XG+45 Round Rock, Texas
trinityplaceapartments.org
(512) 244-0366
Is this sufficient?

From: Ed Polasek
Sent: Thursday, December 6, 2018 11:45 AM
To: Clyde von Rosenberg <cvonrosenberg@roundrocktexas.gov>; Gerald Pohlmeyer <gpohlmeyer@roundrocktexas.gov>
Subject: RE: Confirmation of Speed Limit - Gattis School Road

Clyde,
The posted speed on Gattis School Road from Surey Drive to Mays is 35 mph.
Ed

From: Clyde von Rosenberg
Sent: Thursday, December 6, 2018 11:35 AM
To: Gerald Pohlmeyer <gpohlmeyer@roundrocktexas.gov>
Cc: Ed Polasek <epolasek@roundrocktexas.gov>
Subject: FW: Confirmation of Speed Limit - Gattis School Road

Can you provide this information? They are applying for funds for renovating senior housing.

From: Tracey Fine <TFine@nationalchurchresidences.org>
Sent: Tuesday, December 4, 2018 1:56 PM
To: Clyde von Rosenberg <cvonrosenberg@roundrocktexas.gov>
Subject: Confirmation of Speed Limit - Gattis School Road

Clyde,
Can you confirm that the speed limit on Gattis School Road does not exceed 49 mph between S. Mays St and Surey Dr? This has to do with being able to capture needed points in my application for Trinity Place. Thanks.

Tracey Fine
Senior Project Leader
National Church Residences
Office Location: Austin, Texas
Cell: 773.860.5747
tfine@nationalchurchresidences.org
www.nationalchurchresidences.org

National Church Residences
EXCELLENCE THAT TRANSFORMS LIVES
December 6, 2018

National Church Residences
2245 North Bank Drive
Columbus, OH 43220
Attn: Tracey Fine

Re: 1203 Cushing Drive, Round Rock, Texas 78664

Dear Ms. Fine,

Although the subject property, the Trinity Place Apartments, is zoned as MF-2 (Multifamily – medium density), the existing development on the property does not meet the standards of that district and is therefore non-conforming. A site plan for the apartments was approved by the City in 1983 and there are twenty-three (23) single-story apartment buildings, containing sixty-eight (68) dwelling units, and one (1) single-story clubhouse building. The plan indicates a total of seventy-two (72) parking spaces, including nine (9) handicapped spaces.

The City of Round Rock allows the non-conformance which includes:
- 50% covered parking including 25% garages
- 75% Exterior masonry

There are no penalties for non-compliance. The City’s zoning code requires that, should the apartments be damaged to the extent of more than 50% of its fair market value by fire, act God, etc., repairs and/or replacements must conform to the MF-2 district standards. Because the Trinity Place Apartments provide affordable senior housing, it would be the City’s intention to provide a means to insure the apartments could be re-constructed in a manner that closely resembled the original structures, including density, height, parking and configuration.

Sincerely,

Brad Wiseman, AICP
Director of Planning and Development Services
Without Base Flood Elevation (BFE)  
Zone A, V, A99

With BFE or Depth  
Zone AE, AO, AH, VE, AR

Regulatory Floodway

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

Future Conditions 1% Annual Chance Flood Hazard  
Zone X

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

Area with Flood Risk due to Levee  
Zone D

Area of Minimal Flood Hazard  
Zone X

Area of Undetermined Flood Hazard  
Zone D

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

This map complies with FEMA’s standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA’s basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 11/8/2018 at 1:54:24 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time. This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
MAP LEGEND

Area of Interest (AOI)
- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated
- Not rated or not available

Soils
- Soil Rating Polygons
  - Not prime farmland
  - All areas are prime farmland
  - Prime farmland if drained
  - Prime farmland if protected from flooding or not frequently flooded during the growing season
  - Prime farmland if irrigated
  - Prime farmland if irrigated and drained
  - Prime farmland if irrigated and reclaimed of excess salts and sodium
  - Farmland of statewide importance
  - Farmland of local importance
  - Farmland of unique importance
  - Not rated or not available

Soil Rating Lines
- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60

Soil Rating Points
- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available

Water Features
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available
MAP INFORMATION

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<thead>
<tr>
<th>Transportation</th>
<th>Stream and Canals</th>
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<tbody>
<tr>
<td>Rails</td>
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<td>Major Roads</td>
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<td>Local Roads</td>
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</tr>
</tbody>
</table>

Background

- Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

**Source of Map:** Natural Resources Conservation Service

**Web Soil Survey URL:**

**Coordinate System:** Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

**Soil Survey Area:** Williamson County, Texas

**Survey Area Data:** Version 19, Sep 15, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

**Date(s) aerial images were photographed:** Feb 8, 2015—Mar 14, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Farmland Classification

<table>
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<tr>
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<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
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<td>Houston Black clay, 1 to 3 percent slopes</td>
<td>All areas are prime farmland</td>
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<td>Totals for Area of Interest</td>
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<td></td>
<td>10.9</td>
<td>100.0%</td>
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</table>

**Description**

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

**Rating Options**

*Aggregation Method: No Aggregation Necessary*

*Tie-break Rule: Lower*
Voigt ES (Pre-K, K, 1 - 5)
1201 Cushing Dr, Round Rock, TX 78664

Voigt ES Walk Area - No bus service
Bus WALK | NET Zone: Voigt ES PM
2:45 AM

Voigt ES Walk Area - No bus service
Bus WALK | NET Zone: Voigt ES AM
5:00 AM
Results for 1203 Cushing Dr, 78664

C.D. Fulkes MS (6 - 8)
300 Anderson AV W, Round Rock, 78664

CD Fulkes MS Walk Area - no bus service
5:00 AM
Bus WALK | NET Zone: CD Fulkes MS PM

CD Fulkes MS Walk Area - no bus service
5:00 AM
Bus WALK | NET Zone: CD Fulkes MS AM

RROC (6 - 12)
931 Luther Peterson Pl, Round Rock, 78665

E Logan St & Garden Ct
Bus 1105 (77) | RROC Arrive #1105
8:43 AM
Results for 1203 Cushing Dr, 78664

All   Schools

Cedar Ridge HS (9 - 12)
2801 Gattis School Rd., Round Rock, TX 78664

CUSHING DR & TWIN RIDGE DR
Bus 915 (77) | Cedar Ridge HS Arrive #9… 8:27 AM

CUSHING DR & TWIN RIDGE DR
Bus 915 (77) | Cedar Ridge HS Depart #… 4:49 PM

Early College High School (9 - 12)
4400 College Park Dr., Round Rock, TX

E Logan St & Lawnmont Dr
Bus 1501 (72) | ECHS & Success HS Arr… 8:36 AM

E Logan St & Lawnmont Dr
# Texas Education Agency

## 2018 Accountability Ratings Overall Summary

**XENIA VOIGT EL (246909106) - ROUND ROCK ISD**

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<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
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<tr>
<td>Overall</td>
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<td>64</td>
<td>Met Standard</td>
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<tr>
<td>Student Achievement</td>
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<td>STAAR Performance</td>
<td>36</td>
<td>62</td>
<td>Met Standard</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
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<td></td>
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<tr>
<td>Graduation Rate</td>
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<td></td>
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<td>School Progress</td>
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<td></td>
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<tr>
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<td>Relative Performance (Eco Dis: 74.1%)</td>
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<tr>
<td>Closing the Gaps</td>
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## Distinction Designations

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<td>Science</td>
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## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**C D FULKES MIDDLE (246909041) - ROUND ROCK ISD**

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<tr>
<td>Overall</td>
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<tr>
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### Distinction Designations

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# Texas Education Agency

## 2018 Accountability Ratings Overall Summary

CEDAR RIDGE H S (246909008) - ROUND ROCK ISD

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## Distinction Designations

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<td>Comparative Closing the Gaps</td>
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</tbody>
</table>
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 distance, 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:**

     *Trinity Place is adjacent to census tract 48491020703 which is in the 2nd income quartile and has a poverty rate of 9.6%. The census tracts are...*
separated by Gattis School Rd with a speed limit of 35 mph. The adjacent census tract is approximately 725 feet from Trinity Place site.
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)

- For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);

- Entirely within the boundaries of an Economically Distressed Area (1 point);

- Entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

- Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);

- Yes An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

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

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

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

- Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.
  **AND**

- Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building.
  **OR**

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

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

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

Region: 7  **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.  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

2/15/2019
6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

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

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

**Total Points Claimed:**

- **0**
Supporting Documentation for the Site Information Form Part II

**Opportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.
  
  **NOTE:** Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.

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

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

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

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

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

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

**For other items:**
Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the “Year” column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department’s website at
http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable

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

1/10/2019
Concerted Revitalization Plan (Competitive HTC Only)

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

Declared Disaster Area:

The county in which the Development Site is located is listed on the 2019 List of Declared Disaster Areas (no further documentation is required).

The List of Declared Disaster Areas is posted on the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

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

Readiness to Proceed

Evidence 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.
Is this sufficient?

From: Ed Polasek
Sent: Thursday, December 6, 2018 11:45 AM
To: Clyde von Rosenberg <cvonrosenberg@roundrocktexas.gov>; Gerald Pohlmeyer <gpohlmeyer@roundrocktexas.gov>
Subject: RE: Confirmation of Speed Limit - Gattis School Road

Clyde,

The posted speed on Gattis School Road from Surey Drive to Mays is 35 mph.

Ed

From: Clyde von Rosenberg
Sent: Thursday, December 6, 2018 11:35 AM
To: Gerald Pohlmeyer <gpohlmeyer@roundrocktexas.gov>
Cc: Ed Polasek <epolasek@roundrocktexas.gov>
Subject: FW: Confirmation of Speed Limit - Gattis School Road

Can you provide this information? They are applying for funds for renovating senior housing.

From: Tracey Fine <TFine@nationalchurchresidences.org>
Sent: Tuesday, December 4, 2018 1:56 PM
To: Clyde von Rosenberg <cvonrosenberg@roundrocktexas.gov>
Subject: Confirmation of Speed Limit - Gattis School Road

Clyde,

Can you confirm that the speed limit on Gattis School Road does not exceed 49 mph between S. Mays St and Surey Dr? This has to do with being able to capture needed points in my application for Trinity Place. Thanks.

Tracey Fine
Senior Project Leader
National Church Residences
Office Location: Austin, Texas
Cell: 773.860.5747
tfine@nationalchurchresidences.org
www.nationalchurchresidences.org
Trinity Place Apartments
888 Feet to cross Gattis School Rd (35 mph) to be in census tract 48491020703, 2Q, 9.6% Poverty

Trinity Place Apartments
Retirement Home

1203 Cushing Dr, Round Rock, TX 78664
F8XG+45 Round Rock, Texas
trinityplaceapartments.org
(512) 244-0366
### Amenities List
Trinity Place Apartments,
1203 Cushing Dr. Round Rock Texas

<table>
<thead>
<tr>
<th>Public Transit</th>
<th>Round Rock Circulator Route 51- weekdays only</th>
<th>Adjacent to Property</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Service Grocery</td>
<td>Taj Grocery 1601 I-35 Frontage Round Rock, TX</td>
<td>560 Feet</td>
</tr>
<tr>
<td></td>
<td>La Michoacana Meat Market 1080 S. Mays St Round Rock, TX</td>
<td>670 feet</td>
</tr>
<tr>
<td>Pharmacy</td>
<td>Walgreens 2220 S I-35 Round Rock, TX</td>
<td>2,826 feet</td>
</tr>
<tr>
<td>Health Related Facility</td>
<td>Baylor Scott &amp; White Clinic 1800 S. AW Grimes Rd Round Rock</td>
<td>5,182 feet</td>
</tr>
<tr>
<td></td>
<td>Concentra Urgent Care 117-B Louis Henna Blvd #200 Round Rock TX</td>
<td>1.18 miles</td>
</tr>
<tr>
<td>Child Care</td>
<td>Generations Child Development Center 1101 S Mays St Round Rock, TX</td>
<td>345 Feet</td>
</tr>
<tr>
<td>Public Library</td>
<td>Round Rock Public Library 216 E Main St Round Rock, TX 78644</td>
<td>4,365 feet</td>
</tr>
<tr>
<td>University or Community College</td>
<td>Austin Community College Round Rock 4400 College Park Dr Round Rock TX</td>
<td>4.72 miles</td>
</tr>
<tr>
<td></td>
<td>South University 1220 W. Louis Henna Blvd Round Rock, TX</td>
<td>1.54 miles</td>
</tr>
<tr>
<td>Associates Degree 27%+</td>
<td>48491020704</td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>Location</td>
<td>Distance</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------------------------------------------------------------------------</td>
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</tr>
</tbody>
</table>
| Recreation Facility        | Fix Brewhouse Cinema
  2220 S I-35 B1
  Round Rock TX

  Clay Madison Rec Center
  1600 Gattis School Rd
  Round Rock, TX | 3,154 feet |
| Outdoor Recreation         | Clay Madsen Park
  1600 Gattis School Rd
  Round Rock, TX | 4,268 ft  |
| Meals on Wheels            | Meals on Wheels Williamson and Burnet Counties                             |          |
Bus Stop Adjacent to Site
Route 51 - Weekdays only

Weekday bus stops
La Michoacana Meat Market and Grocery  670 feet
1080 S. May Street, Round Rock
Due to our low prices, we reserve the right to limit quantities.

Celebra el Día del Trabajo ahorando en La Michoacana Meat Market, la original y auténtica de las Carnes Marinadas.

Specials good August 29th thru September 11, 2018

Bistec Ranchero
Boneless Chuck Steak
$3.99 lb.

Costilla de Puerco Entera
Whole Pork Ribs
$1.79 lb.

Pierna y Muslo de Pollo
Chicken Leg Quarters
$3.99 lb.

Tablitas de Costilla de Res Marinadas
Marinated Beef Short Ribs
$5.99 lb.

Pollo Entero Grande
Large Whole Chicken
$6.99 lb.

La Michoacana Meat Market
Queso Fresco
$1.29 lb.

La Ordea Queso Cotija
Fresh Cotija Cheese
$3.49 lb.

FUD
Turkey Ham
$3.49 lb.

Eckrich Chorizo Para Asar
Smoked Sausage
$4.99 lb.

La Costeña Jalepeños enteros
Whole Jalepeno Peppers
$0.99 lb.

La Moderna Pastas
Various Select Pastas
$1.99 lb.

Jumex Néctares
Imported Nectars
$3.99 each

Ensúlido Sustitutivo
Sustitutive Ensanuy
$2.99 each

La Michoacana Meat Market
Teatillos de Papel o Papel Higiénico
$3.99 each

FRUTAS Y VERDURAS
FRUITS AND VEGETABLES

Tomate Roma
Fresh Roma Tomatoes
$6.99 lb.

Papaya Maradol
Fresh Mangos, Papaya
$7.99 lb.

Tunas Verdes o Rojas
Fresh Green or Red Cactus Pears
$5.99 lb.

Sandía sin Semillas
Sweet & Red Seedless Watermelon
$2.99 lb.

SUPER BARA, BARA*
SUPER BARA, BARA*

BOLSA 10 LBS.

ÚNICAMENTE /

BAG ONLY

Home of the Original and Authentic Marinated Meats

La Michoacana Meat Market
Muy cerca de usted...

512 W. Stassney, Ste. 107B • 6908 Cameron • 1917 East 7th St.
• 5706 Manor Rd. • 9308 B North Lamar Blvd. • 2237B E. Riverside Dr. • 1080 S. Mays St. • 9811 N. IH 35 Suite 200

CITY • CORPUS CHRISTI • BRYAN

TIENDAS AUSTIN / BAY CITY / CORPUS CHRISTI / BRYAN

AREA STORES

UNA EMPRESA DE MEXICANOS PARA SERVIR A LOS HISPANOS

Adorno a nuestros precios bajos. Nos reservamos el derecho de limitar la cantidad de venta. Dado que son con precio, se reserva el right to limit quantities.
CARNICERÍA

Tablillas de Guita de Res

Bifteks Rancheros Marinated

Costilla de Puerco Marinated Chipotle

Pechuga Estilo Para Asar

Carne Mechada de Res Regular

Ingredientes naturales, integrales, frescos y crudos.

MAS FRUTAS Y VERDURAS

3X $1.99

Manzana Gala o Para Verde

Tomate con Cáscara con Chile Serrano

Cebolla Mexicana de Rinde o Cáncamo

Eliote Dulce

SOPORTA ANTE EL DAÑO

CREMERÍA SALCHICHERÍA

2X $1.99

La Michoacana Meat Market Chorizo en Tripa

FUD Salchicha de Pavo o Pavo

El Mexicano Longaniza

El Mexicano Queso Fresco Conmemorativo

1X $3.99

La Vaguita Queso Oaxaca

FUD Queso Americano

Blue Ribbon Links Regular Picante o Fino

La Michoacana Meat Market Medio Gallo de Leche

2X $2.49

La Michoacana Meat Market Crema Salvadoreña

Las Delicias Queso Duro Vierge

LALA Crema Mexicana

La Michoacana Meat Market Medio Gallo de Leche

1X $2.79

LALA Yogurt

1X $4.99

Paq. de 12 Latas de Botellas 20 OZ

1X $9.99

Pedidos de Lunes a Viernes de 12 a 10 OZ

2x $5

Refrescos Fanta Botella 2 Litros

Pepsi Cola Botella 1.5 Litros

Gatorade Botella Deportiva

Sidral o Sámpora Botellas

1X $10.99

Paq. de 24 Botellas de 7 oz.

Paq. de 24 Botellas de 7 oz.

Paq. de 12 Latas de Botellas de 12 oz.

Crushed Ultra LIGHT

2 oz. each / 12 packets / 8 packets / 16 packets / 4 packets

1X $19.99

Paq. de 24 Botellas de 7 oz.

Bud Light Ultra Light

2 oz. each / 12 packets / 8 packets / 16 packets / 4 packets

1X $15.99

Paq. de 12 Latas de Botellas de 12 oz.

Miller Lite Light

2 oz. each / 12 packets / 8 packets / 16 packets / 4 packets

1X $12.99

Refrescos Fanta Botella 2 Litros

Pomocoke Botella Deportiva

Snapple Tea / Iced Green Tea / Iced Tea / Iced Tea / Iced Tea

5x $5

PRODUCTOS DE LA MERCANCÍA

Paq. de 12 Latas de Botellas de 12 oz.

Paq. de 12 Latas de Botellas de 12 oz.

Paq. de 12 Latas de Botellas de 12 oz.

SOPORTE ANTE EL DAÑO
BREAKFAST TACOS
$99c

MARTES DE TACOS
TACO TUESDAY
COMpra 1 GRATIS 1
BUY 1 GET 1 FREE

PLATILLO DE HUEVOS CON MACHACA, PAPA Y FRIJOLE
EGGS WITH MACHACA, POTATOES & BEANS PLATTER

PLATILLO DE CHICHARROS BEJOS CON POLLO, PAPA Y FRIJOLE
BEEF COW TAIL PLATTER WITH CHICKEN, POTATOES & BEANS

PLATILLO DE POLLO MARINADO
GRILLED MARINATED CHICKEN

PLATILLO DE MOLE DE POLLO
MEXICAN CHICKEN MOLE PLATTER

MINI TACO VARIADO
TORTILLAS DE MAÍZ ENGOMADAS / TARTALOTES DE MAÍZ

SALSA VERDE

THE LA MICHOACANA MEAT MARKET

SALSA CRUDA / CRUDED SALSA

C/U EACH

MINI TACO VARIADO
TORTILLAS DE MAÍZ ENGOMADAS

SALSA VERDE

LA MICHOACANA MEAT MARKET
SALSA VERDE

1% CHECK CASHING

PANADERÍA / BAKERY

SÍGUENOS en LÍNEA

1-800-926-2277 www.barrigroup.com

C/U EACH

PARTILLO DE TRES LECHES CON GALLETA MOLIDA
Cookie Crumb Cake Paq. 50 oz. / Pkg.

LA MICHOACANA MEAT MARKET
SALSA VERDE

SALSA CRUDA / CRUDED SALSA

1% CHECK CASHING

La compra de tortillas de maíz, pan, salsa, canela, huevo, chocolate, manteca, pescado, frutas, leche, leche condensada y productos lácteos es válida en todas las ubicaciones de Panaderías también.

La compra de simientes es válida en todas las ubicaciones de Panaderías también.

La compra de sal de pollo es válida en todas las ubicaciones de Panaderías también.

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VÉASE LA GLOSARIA DE PRODUCTOS Y SERVICIOS DE FINANCIACIÓN AL PORTAL DE LA MICHOACANA MEAT MARKET

FINANCIACIóN DE LA MICHOACANA MEAT MARKET

AVISO DE PRIVACIDAD

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La compra de sal de pollo es válida en todas las ubicaciones de Panaderías también.

La compra de salsa es válida en todas las ubicaciones de Panaderías también.

La compra de mecanilla es válida en todas las ubicaciones de Panaderías también.

La compra de manteca es válida en todas las ubicaciones de Panaderías también.

La compra de pescado es válida en todas las ubicaciones de Panaderías también.

La compra de frutas es válida en todas las ubicaciones de Panaderías también.

La compra de leche es válida en todas las ubicaciones de Panaderías también.

La compra de leche condensada es válida en todas las ubicaciones de Panaderías también.

VÉASE LA GLOSARIA DE PRODUCTOS Y SERVICIOS DE FINANCIACIÓN AL PORTAL DE LA MICHOACANA MEAT MARKET

FINANCIACIóN DE LA MICHOACANA MEAT MARKET

AVISO DE PRIVACIDAD
Walgreens - Store #9216
2220 S INTERSTATE 35
Round Rock, TX 78681
512-244-3753

Cross streets: Northwest corner OF I-35 FRONTAGE & HESTERS CROSSING

Store & Photo Hours
Thu Jan 10 7AM - 12AM  Open now
Fri Jan 11 7AM - 12AM
Sat Jan 12 7AM - 12AM

See more

Pharmacy Hours
Thu Jan 10 9AM - 9PM  Open now
Fri Jan 11 9AM - 9PM
Sat Jan 12 10AM - 6PM

See more

Pharmacy Services
Prescriptions
116 years of experience and still innovating how you fill prescriptions
Refill Prescriptions now
Faxing a prescription? Your health care provider will need to call the pharmacy for the fax number.

Vaccinations
Schedule an appointment, or walk in at your convenience.
Flu
Pneumonia
Tdap
See more vaccinations

Other Pharmacy Services
Drive-Thru pharmacy
Health Tests: Blood Pressure

Shop Services
Search products at this store
Search by keyword or item
View Weekly Ad
ATM Available
Blue Rhino Propane Gas Exchange
EV Charging Stations
FedEx pickup and drop-off
Liquor Department (Beer & Wine)
Redbox DVD rental
Western Union

Photo Services
Order Prints
Passport Photos
Photo Cards
Same Day Pickup
Saved Projects
Upload Photos
Your Photos
See more photo projects

Trinity Place

https://www.walgreens.com/locator/walgreens-2220+s+interstate+35-round+rock-tx-7868...
Trinity Place – Health Care, Baylor Scott & White Clinic, Round Rock South

Baylor Scott & White Clinic – Round Rock South

P: 512.244.5700 - 1800 S. AW Grimes Road, Round Rock, Texas, 78664 - Get Directions

Welcome to Baylor Scott & White Clinic – Round Rock South

Now Offering Same-Day Appointments

Now, if you call before noon, you can get an appointment that day with one of our team of primary or specialty care providers, including physicians, physician assistants and nurse practitioners.

Request Appointment

Same-day appointments are available for most of our services.

Schedule Now

Patient Tools
Trinity to Baylor Scott & White Clinic 5,182. Concentra Urgent Care and ARC Near too
About the Clinic

The Round Rock center is designed to create a warm and friendly patient atmosphere. It has our signature design and bright new interior. We also have a lot of exam rooms, a big physical therapy space, and more. Our medical center is located near local businesses, and conveniently close to major roadways.

Services Provided
We specialize in occupational medicine and urgent care, as well as physical therapy and wellness services. Our experienced clinicians treat a wide range of injuries and illnesses, including sprains and broken bones to coughs, colds, and flu. Concentra clinicians include board-certified physicians, physical therapists, nurse practitioners, medical assistants, physician assistants, and other medical professionals.

**Workers Comp Injury Treatment**

**Injury Treatment**  
**Physical Therapy**

**Occupational Therapy**

**Occupational Health Services**

**Drug Screening**  
**Physicals**  
**Urgent Care**

**Biometric Testing**

**Urgent Care Center Visits**

We want your visit to Concentra Round Rock to go smoothly. Here’s what you need to bring to ensure the time you spend at the clinic is effective and efficient.

**Photo ID**  
**Proof of insurance**

**Medical history information**

**List of current prescriptions**

---

**Thanksgiving**

**Day**

Closed

**Thanksgiving Friday**

8:00 am - 5:00 pm

**CONTACT**

Center Phone

512.255.9634

Send a Fax

512.255.9645

Center Operations Director

Jack Chandler
Operation Details

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

Operation Number: 539716
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Generations Child Development Centers III
Location Address: 1101 S MAYS ST
                     ROUND ROCK, TX 78664
Mailing Address: 7830 S DOMINION FALLS LN
                 HUMBLE, TX 77396
Phone Number: 512-255-4830
County: WILLIAMSON
Website Address: generationscdc.com
Email Address: taffie@generationscdc.com
Administrator/Director Name: Taffie Gann
Type of Issuance: Full Permit
Issuance Date: 6/8/1999
Permit Renewal Due By Date: 6/8/2019
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:30 AM-06:00 PM
Days of Operation: Monday - Friday
Total Capacity: 125
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
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:

  
  23 - Inspections
  0 - Assessments
  8 - Self Reported Incidents
  8 - 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, 2345 standards were evaluated for compliance at this operation.

- Of the standards evaluated 12 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:

  5 were weighted as High
  5 were weighted as Medium - High
  1 was weighted as Medium
  0 were weighted as Medium - Low
Reserve a Room

Private Rooms available

Office Hours:
Monday – Friday, 9 a.m. to 5 p.m. (Lunch hour 1 p.m.)

Administrative Office located on 2nd floor

Three meeting rooms of different sizes are available for all citizens at the Round Rock Public Library.

- Room A (80 people – available if Room C is not reserved)
- Room B (80 people – available if Room C is not reserved)
- Room C (160 people – comprised of Rooms A+B together)

Please read the room offerings, guidelines, and fee schedule for details. Reserving a room is on a first come, first served basis. Check room availability.

Reservation Steps checklist:
Access the Internet

**Adult Public Computers**
The Library has public computers available for use by card holders as well as guests who do not have a library card. Sessions are 90 minutes long and will delete all personal information at the end of the session.

Color prints are $0.10 a page.

You are responsible for saving your work.

**Laptops**
The Round Rock Public Library provides laptop computers available for use in the library building. Customers with a valid Texas ID or driver’s license and a Round Rock Public Library card in good standing are eligible to use this service. Laptop computers are available on a first come, first served basis and no reservations are permitted. Laptops circulate for a period of two hours and are not renewable.

**Wireless**
Library wireless Internet is provided through RRTX-WiFi. Users are responsible for knowing how to use their devices/computers.

RRTX-WiFi is a service provided by the City of Round Rock offering residents and visitors to our community access to high-speed wireless Internet in select locations.

Find RRTX-WiFi locations throughout the City of Round Rock using the WiFi map.

**More Info**
For more information, please visit the Round Rock Public Library's Computer Use Policies.

---

Home

Blogs

About Round Rock

Services

Departments

Library

How Do I

Pay Library Fines

Get a Library Card

Log in to My Account

Access the Internet

Reserve a Room

Policies

Strategic Master Plan

Businesses

Residents
Contact Us

Location
Round Rock Public Library
216 E. Main Street
Round Rock, TX 78664
Phone: 512-218-7000 or 512-218-7001

Hours
Monday-Thursday: 9 a.m. - 9 p.m.
Friday-Saturday: 9 a.m. - 6 p.m.
Sunday: 1 p.m. - 6 p.m.

Note: Library opens at 10 a.m. on first Tuesday of the month

71 hrs / week open
Thank You
to our supporters for helping
us build a better community
together.

Partnership Businesses & Organizations
Friends of the Round Rock Public Library
ASAPE
Amber Sarpy, Therapist
Austin Community College
Austin Dog Alliance
Austin Metamorphosis Dance Ensemble
Bayley Scotts and White
Bluebonnet Trails Zoo
Central Texas Food Bank
Chased John, artist
City of Round Rock, Downtown Special Events
FSLG, Environmental Resources, Police Department,
Water Conservation, Parks and Recreation,
Utilities and Environmental Services
Castle & Bingham, Inc.
The Court at Round Rock
DeVita Healthcare Partners
Domino’s Pizza Dough Show
Donna Janell Bowman, author
Dr. Clark Wrenn, archaeologist
Fonseca & Partners
Foundation Communities
FortStarr Coop
Good Water Water Treatment
Happy Face Productions
Houghton-Milton-McLarty
Learning Fun 101
Lighthouse Academy
Library Council of Williamson County
Mathmosics Round Rock
Metamorphosis Dance
Music Together, Music Forever
Nortons
Panda Express
Penguin Random House
R Bank
Raycom Ranch Observatory
Robertson Elementary
Round Rock Area Pokemon Club
Round Rock Arts
Round Rock Drum
Round Rock Garden Center
Round Rock Independent School District
Round Rock Public Library Teen Advisory Board
Round Rock Senior Center

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Friends of the Round Rock Public Library
Gel Inc.
Andy’s Frozen Custard
Austin Aquarium
Barnes & Noble
Chappell Women’s Club
Chappell Mission Grill
City of Round Rock Parks and Recreation
Department
Cynthis Leitch Smith, author
Flavorful Shave Ice
Google CS First
H2B
I Love Indigo
Inner Peace Center
Jennifer Ziegler, author
Kaleidoscope Toys
Lindsey Lane, author
Mighty Fine Burgers

Donors cont.
Monster Mini Golf
Music with a Heart Central Texas
Painting with a Twist
Pep’s Pies
PJ Hooper, author
Pensacola Electric Cooperative
Penguin Random House
Plato’s Closet
Ruckers
Princess School of Round Rock at Forest Creek
Pump & Up
Round Rock Donuts
Round Rock Express
Round Rock Library
Round Rock Woman’s Club
Ruby’s
San Antonio Zoo
Sheila O’Lora
Spanish School House
Star Quilts
State Farm Insurance, Ted Haston II
Stephanie Gerber, artist
The Studio Kitchen
Texas Stars Hockey
Uncle Buck’s Fish Bowl and Grill
Whataburger
The Yoga Room
The Yogurt Experience
Trinity to Round Rock Public Library 4,365 ft
ACC Round Rock is spacious and bright. Located off University Boulevard, this campus is a vital part of the city of Round Rock’s higher education district. In 2018, a new building was added and renovations were made to accommodate the growing student body.
Programs

At ACC Round Rock, you can take general education courses intended for university transfer or choose from a variety of career-technical classes like welding, construction, and automotive technology. This campus also offers several health sciences degrees including nursing, sonography, radiology, and more.

Services

Students at ACC Round Rock have access to free tutoring services, a testing center, and the ACCELERATOR, an interactive, technologically-advanced learning hub that offers innovative classes. There are also career counselors and academic advisors on-site to help you navigate life, both in and out of the classroom.

Classes

Find out what classes are offered on this campus. View Course Schedule (Select this campus in the Locations dropdown menu).

Campus Contact

512-223-0000
4400 College Park Drive
Round Rock, TX 78665
Directions

Campus Hours
Mon-Fri: 7 a.m. – 10 p.m.
Sat: 8 a.m. – 7 p.m.
Sun: 12 p.m. - 6:00 p.m.

Campus Features

Applied Tech
APPLY NOW
REQUEST INFO
Hands-on education in ACC’s state-of-the-art Building Construction, Welding, and Automotive Technology facilities.

The Building 3000 rooftop serves as an astronomy viewing spot with star parties and other special events.

One-stop testing center that provides services designed to meet the testing needs of both the college and the community.

Campus Resources

View Campus Brochure

Campus Map  Directions  Campus Contacts
South University, Austin
(View Other Campuses) (/locations)

The South Way
Respect in every classroom. Graciousness around every corner.

1220 W. Louis Henna Blvd., Round Rock, TX 78681 Phone: 877.659.5706 (tel:877-659-5706)
Directions (//maps.google.com/maps?f=d&hl=en&geocode=&daddr=1220+W.+Louis+Henna+Blvd.++78681)

Request Info (/request-information)
Discover the benefits of an education from South University, Austin. Since 1899, South University has committed to the professional, social, intellectual, and personal development of our diverse students by providing accredited courses, a faculty that lends professional experience to the learning experience, and a student body that shares a goal of professional fulfillment.

Get Started Today

Request Information

Location of Interest

Austin

Program of Interest

Select a program offering*

FILTERED BY:

Campus: Austin

COLLEGES

☐ School of Pharmacy
☐ College of Business
☐ College of Health Professions

Filter to find the right program for you.

SELECT PROGRAM OPTIONS

REQUEST INFO (/REQUEST-INFORMATION) CHAT LIVE

https://www.southuniversity.edu/austin 10/26/2018
All Programs at Austin

PROGRAMS
DEGREE
CAMPUS

College of Arts & Sciences
College of Nursing and Public Health
College of Theology

DEGREE
Associate's Degree Programs
Bachelor's Degree Programs
Master's Degree Programs
Doctoral Degree Programs
Post Graduate Certificates

CAMPUS
Online Programs
Atlanta Learning Site
Austin
Cleveland
Columbia
High Point
Montgomery
Novi
Orlando Learning Site
Richmond
Savannah
Tampa
Virginia Beach
West Palm Beach

REQUEST INFO
(REQUEST-INFORMATION)
CHAT LIVE

https://www.southuniversity.edu/austin
Business Administration
Undergraduate, Graduate
Austin, Online Programs & 10 other campuses
Clinical Mental Health Counseling
Graduate
Austin & 8 other campuses
Criminal Justice
Undergraduate, Graduate
Austin, Online Programs & 10 other campuses
Healthcare Management
Undergraduate
Austin, Online Programs & 10 other campuses
Human Resources Management
Graduate
Austin, Online Programs & 1 other campus
Information Systems
Graduate
Austin, Online Programs & 5 other campuses
Information Technology
Undergraduate
Austin, Online Programs & 7 other campuses
Nursing
Undergraduate
Austin & 9 other campuses
Nursing RN to BSN Degree Completion
Undergraduate
Austin, Online Programs & 11 other campuses
Nursing with a specialization in Family Nurse Practitioner
Graduate
Austin, Online Programs & 11 other campuses
Physical Therapist Assistant
Undergraduate
Austin & 7 other campuses
Psychology
Undergraduate
Austin, Online Programs & 10 other campuses
Public Health
Undergraduate
Austin, Online Programs & 10 other campuses

RESULTS

Business Administration
Undergraduate, Graduate
Austin, Online Programs & 11 other campuses
Clinical Mental Health Counseling
Graduate
Austin & 8 other campuses

Criminal Justice
Undergraduate, Graduate
Austin, Online Programs & 11 other campuses

Healthcare Management
Undergraduate
Austin, Online Programs & 11 other campuses

Human Resources Management
Graduate
Austin, Online Programs & 2 other campuses

Information Systems
Graduate
Austin, Online Programs & 6 other campuses

Information Technology
Undergraduate
Austin, Online Programs & 8 other campuses

Nursing
Undergraduate
Austin & 9 other campuses

Nursing RN to BSN Degree Completion
Undergraduate
Austin, Online Programs & 12 other campuses

Nursing with a specialization in Family Nurse Practitioner
Graduate
Austin, Online Programs & 12 other campuses
# 2019 Site Characteristics excerpt – Trinity Place

## Associates Degree, over 27% at 28.19%

<table>
<thead>
<tr>
<th>FIPS</th>
<th>Description</th>
<th>Population</th>
<th>Associates Degree</th>
<th>Over 27%</th>
</tr>
</thead>
<tbody>
<tr>
<td>5188</td>
<td>48491020605 Census Tract 206.05, Williamson County, Texas</td>
<td>4450</td>
<td>2765</td>
<td>62.13%</td>
</tr>
<tr>
<td>5189</td>
<td>48491020701 Census Tract 207.01, Williamson County, Texas</td>
<td>1475</td>
<td>397</td>
<td>26.92%</td>
</tr>
<tr>
<td>5190</td>
<td>48491020703 Census Tract 207.03, Williamson County, Texas</td>
<td>6649</td>
<td>2495</td>
<td>37.52%</td>
</tr>
<tr>
<td>5191</td>
<td>48491020704 Census Tract 207.04, Williamson County, Texas</td>
<td>4051</td>
<td>1142</td>
<td>28.19%</td>
</tr>
<tr>
<td>5192</td>
<td>48491020706 Census Tract 207.06, Williamson County, Texas</td>
<td>2331</td>
<td>1855</td>
<td>65.39%</td>
</tr>
<tr>
<td>5193</td>
<td>48491020707 Census Tract 207.07, Williamson County, Texas</td>
<td>3260</td>
<td>1465</td>
<td>44.94%</td>
</tr>
<tr>
<td>5194</td>
<td>48491020708 Census Tract 207.08, Williamson County, Texas</td>
<td>5012</td>
<td>2936</td>
<td>58.58%</td>
</tr>
</tbody>
</table>
Clay Madsen Recreation Center

Membership | Fitness & Wellness Programs | Instructional Classes | Indoor Pool
Camps for Kids | Babysitting | Therapeutic Recreation Programs for Special Needs Kids
Online Registration | Special Events

Register online now for programs at www.RoundRockRecreation.com. The Clay Madsen Recreation Center has two full size gymnasiums, a six lane, 25 yard lap pool (pool opens 30 minutes after facility opening and closes 30 minutes prior to facility closing), four racquetball courts, a cardio/weight room, meeting rooms, kitchen, game room, and babysitting in the Madsen playroom available for our members. CMRC also offers a variety of fitness & wellness programs.
Clay Madison Outdoor park with walking trail, basketball court and skate park
Healthy, Happy Independent Living

MEALS ON WHEELS of WILLIAMSON & BURNET COUNTIES is committed to serving hot, home-cooked, nutritious meals five days a week—all year—to hundreds of seniors who are homebound or visit our activity centers.
Underserved Area

Trinity Place in Round Rock receives 3 points under Underserved under 2 Options:

(C) The Development Site is located entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report; (3 points);

| 5T0E2 | 50 HTC | 9897 | Trinity Place | 2200 Locust Haven Blvd | Round Rock | 78664 | $1,300,020 | 50 | 50 | General | 951-356-9478 |
| 5T0E7 | 45 HTC | 30044T | 2006 | 62310060 | Radcliff Villas | 940 South Austin St | Round Rock | 78664 | $453,561 | 160 | 160 | General | 550-282-9123 |
| 5T4E9 | 50 HTC | 2007 | Y3902027 | Bluffs Landing Senior Village | 12211 Bluffs Landing Way | Round Rock | 78664 | $1,811,481 | 144 | 144 | Elderly | 512-752-1226 |
| 5T4E9 | 50 HTC | 2008 | Y3902028 | Bluffs Landing Senior Village | 12211 Bluffs Landing Way | Round Rock | 78664 | $184,810 | 0 | 0 | Elderly | 512-752-1226 |
| 5T4E9 | 45 HTC | 2015 | Y3902029 | The Villas at Sunrise | 2792 Sunrise Rd | Round Rock | 78664 | $91,080 | 350 | 350 | General | 402-296-9463 |
| 5T4E9 | 45 HTC | 2017 | Y3902030 | Round Rock Oak Grove | 901 Westwood Dr | Round Rock | 78664 | $183,952 | 24 | 24 | General | 803-653-8521 |
| 5T4E9 | 45 HTC | 2018 | Y3902031 | Shrub Oak Ridge | 2250 E Old Settlers Blvd | Round Rock | 78664 | $2,290,033 | 356 | 356 | General | 317-286-3769 |

There are no other projects located in census tract: 48491020704 per TDHCA Site Characteristics report, excerpt above for Round Rock.

(G) An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

Trinity Place was built in 1985 and is 34 years old as evidenced by original HUD 202 Regulatory Agreement behind Tab. 20.
<table>
<thead>
<tr>
<th>Counties Eligible under §11.9(d)(3) of the 2019 QAP as of November 5, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrews</td>
</tr>
<tr>
<td>Angelina</td>
</tr>
<tr>
<td>Aransas</td>
</tr>
<tr>
<td>Archer</td>
</tr>
<tr>
<td>Armstrong</td>
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<tr>
<td>Atascosa</td>
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<tr>
<td>Austin</td>
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<tr>
<td>Bandera</td>
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<tr>
<td>Bastrop</td>
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<tr>
<td>Baylor</td>
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<tr>
<td>Bee</td>
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<tr>
<td>Bell</td>
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<tr>
<td>Bexar</td>
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<tr>
<td>Blanco</td>
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<tr>
<td>Borden</td>
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<tr>
<td>Bosque</td>
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<tr>
<td>Brazoria</td>
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<tr>
<td>Brazos</td>
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<tr>
<td>Briscoe</td>
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<tr>
<td>Brooks</td>
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<tr>
<td>Brown</td>
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<tr>
<td>Burleson</td>
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<td>Burnet</td>
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<td>Caldwell</td>
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<td>Calhoun</td>
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<td>Callahan</td>
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<td>Cameron</td>
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<tr>
<td>Carson</td>
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<tr>
<td>Castro</td>
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<tr>
<td>Chambers</td>
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<tr>
<td>Childress</td>
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<td>Cochran</td>
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<td>Coke</td>
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<tr>
<td>Coleman</td>
</tr>
<tr>
<td>Collingsworth</td>
</tr>
<tr>
<td>Colorado</td>
</tr>
<tr>
<td>Comal</td>
</tr>
<tr>
<td>Comanche</td>
</tr>
<tr>
<td>Coryell</td>
</tr>
</tbody>
</table>

- San Patricio
- San Saba
- Scurry
- Shackelford
- Sherman
- Somervell
- Starr
- Stephens
- Sterling
- Sutton
- Swisher
- Tarrant
- Taylor
- Terry
- Throckmorton
- Travis
- Uvalde
- Val Verde
- Van Zandt
- Victoria
- Walker
- Waller
- Washington
- Webb
- Wharton
- Wheeler
- Willbarger
- Willacy
- Wilson
- Winkler
- Yoakum
- Young
- Zapata
- Zavala
- San Jacinto
1. **Site Acreage**
   Please identify site acreage as listed in each of the following exhibits/documents.

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.83</td>
<td>6.83</td>
<td>6.83</td>
<td>6.83</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:**

   - The slight acreage discrepancy is immaterial and likely due to different surveyor’s calculations over the years.

2. **Site Control [10 TAC §11.204(10)]**
   The current owner of the Development Site is (If scattered site & more than one owner refer to Tab 13):

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trinity Place Inc, (Parent: Upbring, formerly Lutheran Social Serv)</td>
<td>Knox Kimberly</td>
</tr>
<tr>
<td>8305 Cross Park</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>8305 Cross Park</td>
<td>Austin</td>
<td>TX</td>
<td>78754</td>
</tr>
</tbody>
</table>

   Is the seller affiliated with the Applicant, Principal, sponsor, or any Development Team member, as described in §11.302(e)(1)(B) (Identity of Interest)?
   - No

   If "Yes," please explain:

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Site Control is in the form of:

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

   See Schedule B on Title

3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**
   If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:

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

2/15/2019
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:
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.
- [x] Title Commitment or Policy
- [ ] 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).

Ingress/Egress and Easements

- [na] 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
PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of 15th day of January, 2018 by and between National Church Residences Investment Corporation, an Ohio nonprofit corporation ("Buyer"), having its principal office at 2335 North Bank Drive, Columbus, Ohio 43220, and Trinity Place, Inc., a Texas non-profit corporation, having its principal office at 8305 Cross Park Drive, Austin, Texas, 78754 (the "Seller"). The parties hereby agree as follows:

1. Transfer of Property. The Seller hereby agrees to transfer, and the Buyer agrees to acquire, all rights, title and interests in the project known as "Trinity Place," being a 68-unit, scattered site housing development located at 1203 Cushing Drive, Round Rock, Texas 78664 (the "Project"). The Project consists of:

1.1 The 6.83 acre tract of real estate in Williamson County, Texas, more particularly described on Exhibit A attached hereto and incorporated herein, together with any and all right, title and interest of Seller in and to any land lying in the bed of any street, road, alley or avenue, open or proposed, in front of or adjoining said tract of land, and any and all rights, rights if way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances now or hereafter belonging to or benefiting said tract of land (the "Real Property");

1.2 The buildings and all other improvements located on the Real Property (collectively, the "Building");

1.3 The right to use the trade name "Trinity Place" and all trademarks, service marks, copyrights, and applications relating to the Project (the "Intangibles");

1.4 All marketing and promotional materials, tenant records, credit files, and other records and reports relating to the Project (provided that Seller shall have the right to retain copies of or have access to any of the foregoing as it may reasonably deem necessary) (the "Records");

1.5 All leases and residency agreements relating to the Project, as described in the rent rolls and listing of material contracts attached hereto as Exhibit B (the "Tenant Leases") all prepaid rents relating to the period after the Closing Date (as defined below), and tenant security, key, pet and other tenant deposits (the "Resident Deposits");

1.6 All appliances, fixtures, equipment, vehicles, machinery, furniture, carpeting and floor coverings, window treatments, inventory, office supplies, prepaid items, deposits, and all other tangible and intangible personal property that are located at and used in the operation of the Building (the "Operating Assets");

1.7 All reserves and escrowed funds relating to the operation of the Real Property (the "Reserves and Escrows");
1.8 To the extent assignable, all rights of Seller under maintenance agreements, service contracts, equipment leases, and similar contracts affecting the operation or maintenance of the Real Property, if approved in advance by Buyer (the "Contracts");

1.9 To the extent assignable, all licenses, permits, certificates of occupancy, and approvals issued by governmental or quasi-governmental bodies, benefiting the Property (the "Permits"); and

1.10 The HAP Contract (as defined below) currently in effect, which must be in effect on the Closing Date (as defined below).

(All of the foregoing being collectively referred to as the "Property"). The Property will be transferred to the Buyer in fee simple, free and clear of all liens and encumbrances except as set forth below, subject to the terms of this Agreement. This Agreement provides Buyer with the ability to compel legal title to the Property, subject to the terms and conditions hereof.

2. **Purchase Price.** Subject to the adjustments and prorations described below, the Buyer shall pay to the Seller the sum of FOUR MILLION FOUR HUNDRED THIRTEEN THOUSAND DOLLARS ($4,413,000.00) at Closing (as defined below).

2.1 **Deposit.** Within seven (7) days of execution of this Agreement by the Seller and Buyer (the "Effective Date"), the Buyer shall deliver to the Title Company (as defined below) the sum of One Hundred Thousand Twenty-Five Thousand and No/100 Dollars ($125,000.00) as earnest money (the "Deposit"). The Deposit shall be fully refundable to the Buyer upon the termination of this Agreement by the Buyer or Seller for any reason; notwithstanding the foregoing, $75,000 of the Deposit shall become non-refundable after the expiration of the Inspection Period (as defined below). Any such permitted refund of the entire Deposit to Buyer shall constitute a termination of this Agreement by Buyer. Unless this Agreement is earlier terminated, the full amount of the Deposit shall be applied to the Purchase Price at Closing.

2.2 **Assignment and Assumption of HAP Contract.** Subject to the approval of the United States Department of Housing and Urban Development ("HUD"), the Seller shall assign and the Buyer shall assume the Section 8 Housing Assistance Payment Contract (the "HAP Contract") pursuant to a request to be filed by Buyer with HUD, as further described in Section 3.1.

2.3 **Adjustments.** Cash adjustments shall be made at the Closing as follows:

2.3.1 **Facility Rents.** All rents receivable from or with respect to tenants of the Project earned and attributable to the period prior to the Closing Date shall be retained by or credited to the Seller to the extent that such rents have been collected on or before the Closing Date, subject to the requirements
of any rules and regulations of HUD governing this transaction. Rents earned and attributable to the period beginning on and after the Closing Date shall be credited to Buyer. Subsequent to the Closing, if any rents and other Project income are actually received by the Buyer for periods prior to the Closing, all such amounts shall first be applied to post-Closing rents due to the Buyer, and the balance shall be paid to the Seller, provided that the Buyer shall have no obligation to enforce collection of any such rents. After Closing, the Seller shall not bring suit against any tenants of the Property to collect for accrued but unpaid rents owed the Seller as of the Closing Date.

2.3.2 **Tenant Deposits; Reserves.** At Closing, the Seller shall assign to the Buyer any Resident Deposits, Reserves and Escrows relating to the Project. The Buyer shall be responsible for the ultimate return to tenants or other disposition of any such Resident Deposits, as appropriate. The Buyer and the Seller shall execute at Closing an Assignment and Assumption of Leases and Security Deposits, in such form as may be reasonably acceptable to HUD and the parties. All operating accounts, reserves and escrows for taxes, insurance, mortgage insurance premiums and replacements, and Project cash accounts shall be assigned to the Buyer consistent with applicable HUD rules and regulations for no additional consideration. The amount of the Purchase Price assumes that the Seller will transfer to the Buyer replacement reserves in an amount not less than $393,692.00, and the Purchase Price will be decreased to the extent of any replacement reserve deficiency. Specifically, Buyer and Seller agree that the Purchase Price shall be decreased by $1.00 for every $1.00 in the negative difference of the replacement reserve balance at Closing and $393,692.00.

2.3.3 **Accounts Payable.** There shall be no proration of any accounts payable which are incurred prior to and are due and owing with respect to the Project as of the Closing Date. Such accounts payable shall include, without limitation, management fees, salaries, fringe benefits, withholding taxes, materials and supplies expenses, and other trade payables incurred in the normal course of operation of the Property. Such amounts shall be paid by the Seller, and such accounts payable shall not be deemed assumed liabilities under this Agreement. The Seller shall be responsible for, and the Buyer shall have no obligation in connection with, accounts payable or other obligations or fees relating to the Property incurred prior to the Closing Date. The Buyer shall be responsible for, and the Seller shall have no obligation in connection with, accounts payable or other obligations or fees relating to the Property incurred after the Closing Date. Notwithstanding the foregoing, to the extent that any of the fees due under any of the Contracts which the Buyer has agreed to assume have been prepaid by Seller, such amounts shall be prorated as of the Closing Date.
2.3.4. **Metered Utilities.** All metered utilities, such as water, gas and electricity, to the extent same are not the responsibility of residents, shall be read and all telephone charges shall be determined and Seller shall execute all forms required to transfer all utilities to Buyer. At Closing, Seller shall pay the full amount of all utilities supplied to the Property up to and including the Closing Date. All charges for utilities thereafter furnished to the Property shall be paid by the Buyer. Seller shall receive a credit at Closing for any utility deposits transferred to Buyer. Buyer shall provide its own utility deposits, if any, which may be required by the utility companies serving the Property. Utilities shall be transferred by the Seller to the Buyer, and readings taken, on the Closing Date.

2.3.5. **Salaries and Wages.** All salaries and wages of employees, employees' vacation pay, employees' bonuses, if any, welfare fund and union dues, if any, federal income tax on employees' wages withheld at the source, federal and state payroll taxes, social security taxes and all state, municipal, county or other employee based or related taxes, shall, at Seller's option, either be paid by Seller through and including the Closing Date or, if not so paid, prorated as of the Closing Date, solely with respect to those employees, if any, whom Buyer, in its sole discretion, elects to continue in such employment from and after the Closing Date, provided, however, that in no event shall the prorations chargeable to Seller pursuant to this subparagraph exceed the amounts for which Seller would have been liable had such employee been terminated as of the Closing Date and not rehired by the Buyer.

2.4 **Allocation of Purchase Price.** The Purchase Price shall be allocated among the assets comprising the Property by agreement of the parties in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder (the "IRC").

2.5 **No Assumed Liabilities.** Except as expressly provided herein, the Buyer shall not assume or be liable for any claims, obligations, debts (including but not limited to any working capital advances made by the Seller), lawsuits, or other liabilities of any kind relating to the Seller or the Project. The Seller shall be responsible for, and shall hold the Buyer harmless from, any claims, obligations, debts, lawsuits, or obligations of any kind relating to the Seller or the Project with respect to events occurring prior to the Closing. If the transaction closes, the Buyer shall be responsible for, and shall hold the Seller harmless from, any claims, obligations, debts, lawsuits, or obligations of any kind relating to the Buyer or the Project with respect to events occurring after the Closing.

3.1 **Submission of Request for Approval of Assignment of HAP Contract and Request for Approval of Seller's Prepayment of 223(f) Loan.** Within thirty (30) days following the Effective Date, Buyer, with the assistance of Seller, as needed, shall submit: (i) an application to HUD for review and approval of the assignment of the HAP Contract to Buyer ("HAP Approval");
and (ii) a request for HUD approval of the prepayment by Seller of the existing 223(f) loan encumbering the Project ("Prepayment Approval"). The Buyer shall use commercially reasonable efforts to seek and obtain all required approvals or commitments from HUD, including without limitation, the HAP Approval and the Prepayment Approval (collectively, the "HUD Approval"). Seller shall use commercially reasonable efforts to cooperate with the Buyer in connection with obtaining HUD Approval provided that Seller shall not be required to incur out-of-pocket costs or expenses in connection therewith other than fees of Seller's legal counsel. The Buyer shall keep Seller apprised of all such efforts and shall promptly notify Seller of any approval or disapproval by HUD of the requested assignment of the HAP Contract and the requested prepayment of the Section 223(f) loan; likewise, as owner, Seller shall promptly forward any notices or communications received from HUD or any other party relating to the HUD Approval to Buyer's attention. In the event that the HUD Approval is denied, (a) this Agreement shall terminate, (b) the Deposit shall be refunded to the Buyer, (c) and Buyer and Seller shall be discharged from all further obligations hereunder.

3.2 **Closing.** Provided all conditions precedent to Closing described in this Agreement have been satisfied and Buyer has not elected to exercise its right to terminate this Agreement in accordance with the provisions set forth in Sections 4, 5.2, 8.7, 12, or 13, the consummation of the sale and purchase of the Property ("Closing") shall occur upon the later of (i) thirty (30) days following the expiration of the Inspection Period, and (ii) thirty days following HUD Approval (the "Closing Date"), as such date may be extended by 3.3 below. Closing shall occur at the offices of the Title Company, or at such other offices as the Buyer and Seller may agree upon.

3.3 **Extension of Closing Date.** It is anticipated that HUD Approval will be obtained by March 1, 2019. In the event that HUD Approval is not obtained by that date, Buyer may request up to two additional 30-day extensions in exchange for increasing the amount of the Deposit that is non-refundable by an additional $25,000 for each extension and a third 30-day extension in exchange for an additional Two Hundred Thousand Dollars ($200,000) non-refundable increase to the Deposit.

3.4 **Seller's Closing Documents.** At Closing, the Seller shall deliver to the Buyer (or the Title Company, in lieu thereof) the following documents and items:

3.4.1 An original executed special warranty deed (in form and content reasonably acceptable to both parties) conveying the Real Property and Building.

3.4.2 An original executed Bill of Sale (in form and content reasonably acceptable to both parties) conveying the Property other than the Real Property.

3.4.3 An original executed Assignment and Assumption Agreement relating to the Tenant Leases and Resident Deposits (in form and content reasonably acceptable to both parties) (the "Lease Assignment").

3.4.4 Originals or copies of all Tenant Leases, any renewals thereof, all amendments thereto and all records and correspondence relating thereto.
3.4.5 An original executed Assignment and Assumption Agreement relating to Intangibles and such other Contracts as the Buyer elects to assume (in form and content reasonably acceptable to both parties) (the "Contract Assignment"), together with originals or copies of those Contracts so assigned.

3.4.6 Originals or copies in the Seller's possession or control of all warranties, guaranties and operating manuals, if any, with respect to the Property, including without limitation, any such documents from any contractors, subcontractors, suppliers, or materialmen in connection with any construction, repair, or alteration of the Building, systems or any tenant improvements.

3.4.7 Originals or copies of all land use and building permits in the Seller's possession or control and originals of all certificates of occupancy for all of the improvements which form a part of the Property and all tenant-occupied space included within the Building.

3.4.8 A certification of non-foreign status (FIRPTA affidavit) in form and content reasonably acceptable to both parties.

3.4.9 Evidence that all necessary approvals and/or consents by the directors of the Seller and any constituent person of the Seller otherwise required under the Seller's organizational documents, and by any other person(s) have been delivered, and such other evidence satisfactory to the Title Company of the Seller's authority (and the authority of the signatory on behalf of the Seller) to convey the Property pursuant to this Agreement.

3.4.10 Originals or a copy of as-built plans and specifications for the Building (if in the Seller's possession or control).

3.4.11 Unless credited to Buyer in accordance with Section 2.3, all Resident Deposits, together with any accrued interest thereon to the extent required by law or the applicable Tenant Lease.

3.4.12 Affidavits sufficient for the Title Company to delete any exceptions for parties in possession (other than tenants under the Tenant Leases, as tenants, only) and mechanics' or materialmen's liens from the Title Policy (as defined below), and such other affidavits relating to the Title Policy as the Title Company may reasonably request.

3.4.13 A certificate restating as of the Closing Date all of the Seller's representations and warranties contained herein.

3.4.14 A rent roll certified by the Seller as of the Closing Date and copies of HUD-50059 for each tenant under a Tenant Lease.
3.4.15 An executed copy of a closing statement setting forth the Purchase Price, the closing adjustments and prorations, and the application thereof at the Closing (the "Closing Statement").

3.4.16 Such transfer tax or other similar forms required by law.

3.4.17 An executed tenant notification letter in a form to be drafted by the Buyer and reasonably satisfactory to the Seller and to be delivered to each tenant under a Tenant Lease by Buyer, and notification letters of all parties to Contracts to be assumed by the Buyer, if any, and termination letters for all other Contracts, in form reasonably satisfactory to the Buyer.

3.4.18 Reserved.

3.4.19 If applicable, evidence of payment of all real estate brokers.

3.4.20 Evidence of termination of any management contract and all Contracts not being assumed by the Buyer.

3.4.21 Keys to all locks at the Property.

3.4.22 Such other instruments as the Buyer and HUD may reasonably request consistent with the terms of this Agreement, including, without limitation, evidence of approval of the Seller's prepayment of the 223(f) loan and all documentation necessary to effectuate the same (i.e., release(s) of mortgage and regulatory agreement securing the 223(f) loan).

3.5 **Buyer's Closing Documents.** At Closing, the Buyer shall deliver to the Seller (or the Title Company, in lieu thereof) the following:

3.3.1 An executed original of the Lease Assignment.

3.3.2 An executed original of the Contract Assignment.

3.3.3 An executed original of the Bill of Sale.

3.3.4 An executed copy of the Closing Statement.

3.3.5 Such transfer tax or other similar forms required by law.

3.3.6 Evidence of the HUD Approval.

4. **Title.** Within fifteen (15) days after the Effective Date, the Seller shall obtain and deliver to Buyer a current commitment (the "Title Commitment") for an Owner's Title Insurance Policy covering the Property (collectively, the "Title Policy") in an amount equal to the Purchase Price, issued by Independence Title, 5900 Shepherd Mountain Cove, Bldg. 2, Suite 200, Austin,
Texas 78730, Attention: Dan Phares (the "Title Company"), together with a legible copy of each document referred to in the Title Commitment. If title to all or part of the Property is unmarketable (as determined by Texas law with reference to local standards of title examination), or is subject to liens, encumbrances, easements, conditions, restrictions, or encroachments unacceptable to the Buyer, the Buyer shall notify the Seller of such title defects or objections in writing (the “Buyer’s Objection Notice”) within twenty (20) days after Buyer’s receipt of the Title Commitment (the “Buyer’s Objection Period”). In such event, the Seller may, at its option, but without any obligation to do so, notify Buyer in writing (the “Seller’s Objection Response”) within five (5) business days after its receipt of Buyer’s Objection Notice (“Seller’s Objection Response Period”) that it will cure or remove such items in Buyer’s Objection Notice. If the Seller fails to deliver Seller’s Objection Response before the expiration of Seller’s Objection Response Period, Seller will be deemed to have refused to cure or remove any of the items in Buyer’s Objection Notice. If the Seller refuses to cure or remove such title objections on or before the expiration of Seller’s Objection Response Period, the Buyer shall have the right, exercisable by written notice delivered to Seller no later than five (5) business days after its receipt of Seller’s Objection Response (or if Seller’s Objection Response was not delivered, the expiration of Seller’s Objection Response Period) either to (i) waive its objection to such title defect(s), or (ii) terminate this Agreement by written notice to the Seller and the Title Company, in which event the Deposit shall be returned to the Buyer, and the Buyer and the Seller shall be discharged from all further obligations hereunder. If the Buyer does not deliver written notice to Seller within such five (5) business day period, Buyer will be deemed to have waived its objection to such title defect(s) and agree to proceed towards Closing. The Buyer shall cause the Title Commitment to be updated immediately prior to Closing as required by the Buyer. The Title Commitment and Title Policy shall be in such form and shall contain such coverage as shall be acceptable to the Buyer. At Closing, the Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom to enable the Title Company to remove the general or "standard" exceptions.

Notwithstanding the foregoing, in the event that between the end of Buyer's Objection Period and Closing, Buyer receives notice of any additional liens, encumbrances or other matters not reflected in the Title Commitment or the Survey or otherwise becomes aware of such matters, Buyer may, within seven (7) days after receiving notice of such additional liens, encumbrances or other matters, submit a revised Buyer's Objection Notice, whereupon, within the five (5) day period immediately after receipt of the revised Buyer's Objection Notice, Seller may (a) cure or remove such new objections, but without any obligation to do so (unless such additional lien or encumbrance was caused by Seller), (b) deliver an updated Seller's Objection Response with respect to such new Buyer's objections, or (c) neither of the foregoing. If Seller shall fail during such five (5) day cure period to cure or remove any of the new objections or to deliver a new Seller's Objection Response, then Buyer may, no later than five (5) days after Seller's election, elect to terminate this Agreement by delivering written notice thereof to Seller, whereupon all the Deposit shall be returned to Purchaser and the parties hereto shall have no further rights, obligations or liabilities one to the other hereunder. In the event that Buyer does not timely elect to terminate this Agreement in accordance with the provisions of the preceding sentence, each item or matter to which Buyer has objected and which Seller has not cured or committed in writing to cure at or prior to Closing shall be waived by Buyer and Seller shall be deemed to agree to proceed to Closing.
5. **Due Diligence Documents; Property Condition; Survey.** Within fifteen (15) days after the Effective Date, the Seller shall deliver to the Buyer copies of all information which the Seller has in its possession concerning the Property, including without limitation all of the items listed in Exhibit C attached hereto, to the extent that they are in Seller’s possession or control (the "Due Diligence Documents").

5.1 **Inspections.** The Buyer and its designated representatives shall be permitted, upon reasonable notice and during regular business hours, for a period of sixty (60) days (the "Inspection Period") after the Effective Date, to enter upon the Property and, at its own expense, to review the financial and other records of the Project and to conduct such investigations and tests of the Property as it deems necessary including, without limitation, boundary line surveys, environmental testing, site planning, soil sampling, and other examinations. Notwithstanding the foregoing, Buyer shall not be permitted to conduct any invasive testing or other investigation that could reasonably be determined to interfere with the ongoing operations of the Project without Seller’s prior written consent. Any confidential or proprietary information respecting either party will be kept in strict confidence by the other party to this Agreement, except that the Buyer and the Seller may provide information to their respective advisors, to HUD, or to any other agency or institution involved in financing or regulatory approval for the transaction. The Buyer shall indemnify the Seller from and against any loss, damage, claim, or liability arising from, or in connection with, any such entry by the Buyer or any of its representatives, onto the Property. Buyer agrees that, in making any physical or environmental inspections of the Property, Buyer shall carry not less than One Million Dollars ($1,000,000.00) comprehensive general liability insurance insuring all activity and conduct of Buyer and its agents and representatives while exercising such right of access.

5.2 **Radon Contingency.** The Buyer may at the Buyer’s expense during the Inspection Period have the Property inspected for the presence of radon gas. If the test results indicate levels of radon gas above four (4) picocuries per liter (4pCi/l), Buyer shall within five (5) days of receipt of the test results, but in any event, prior to the expiration of the Inspection Period, give Seller a copy of the test results and elect either to (a) assume the risk, at Buyer’s sole cost and expense, or (b) void this Agreement, in which event the Deposit shall be promptly return to Buyer and all further obligations between the parties shall terminate.

5.3 **Survey.** The Seller shall provide Buyer with copies of any and all surveys of the Property in Seller’s possession within fifteen (15) days after the Effective Date. Buyer shall obtain and deliver to the Title Company, on or before the thirtieth (30th) day after the Effective Date, a current survey of the Property ("Survey"), prepared by a surveyor, licensed in the State of Texas, certified to Buyer, HUD, Title Company, and any other entity designated by Buyer, and prepared in accordance with the specifications provided by Buyer. The Survey shall set forth the gross square footage of the Property and the square footage of any portion thereof in any flood zone. Upon approval of the Survey by the parties, it shall become the
"Survey" and the legal description contained in the Survey shall be utilized for all purposes of conveyance hereunder.

5.4 The Seller shall provide such financial statements and records relating to the Project as the Buyer may reasonably request.

5.5 The Seller shall provide any feasibility or market studies, engineering reports, topographical maps, drainage plans, soils testing reports, and other information concerning the Project.

5.6 The Seller will not, without Buyer’s approval not to be unreasonably withheld, conditioned, or delayed, submit to HUD any annual budget for the Project’s based rent increase or HAP contract renewal.

6. Seller’s Representations and Warranties. The Seller represents and warrants to the Buyer, both as of the Effective Date and the Closing Date, as follows:

6.1 Authority. The Seller is a non-profit corporation duly organized and in good standing under the laws of Texas and has authority to execute this Agreement, convey the Property and Project to the Buyer as provided in this Agreement, and carry out the Seller’s obligations hereunder. The person who has executed this Agreement on behalf of the Seller is authorized to do so. No consent of any other person is required in connection with this transaction, other than any consent and approval of HUD. This Agreement has been duly and validly authorized, executed, and delivered by the Seller and is the legal, valid, and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to the application of bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting the enforcement of creditors’ rights in general, general equitable principles, and public policy principles. The execution, delivery, and performance of this Agreement by the Seller do not conflict with, or result in a breach or violation of or default under, (a) the articles of incorporation of the Seller, (b) any applicable law or regulation, (c) any judgment, order, or decree binding upon the Seller or the Project, or (d) any applicable lease, mortgage, or other contractual obligation to which the Seller or the Project are bound.

6.2 Tenant Leases. The certified rent roll to be provided by the Seller pursuant to Exhibit C and Section 3.4.14 above (the "Rent Roll") shall be a true, complete, and correct listing of all Tenant Leases in effect as of the date hereof or the Closing Date, as applicable, and the Tenant Leases and all HUD Forms 90059 (for each tenant) shall also be provided by Seller pursuant to Section 3.4 above. The Rent Roll shall set forth: (i) the name of each existing tenant residing in each numbered unit, (ii) apartment number designation, (iii) all arrearages owing from said tenant, (iv) the expiration date or status of the term of Tenant Lease (including all rights or options to renew), (v) the current rent and other payments actually being collected and which the tenant is obligated to make under the Tenant Lease, and (vi) the current outstanding balance of all Resident Deposits and the like held thereunder,
including accrued interest, and prepaid rents, if any. All of the Resident Deposits have been collected and are being held in compliance with applicable law and regulation. Except as set forth in the Rent Roll, to the best of Seller's knowledge, no tenant of any portion of the Property is in default in any material respect under its Tenant Lease, and there is no event which, but for the passage of time or the giving of notice or both, would constitute a material default under any such Tenant Leases.

6.2.1 At Closing, the Seller shall deliver to Buyer true and complete copies of all Tenant Leases, and all extensions, renewals, and amendments thereto in effect as of two (2) days prior to the date of Closing. All Tenant Leases shall be in full force and effect, and the Seller shall not be in default thereunder. No brokerage commission or compensation shall be payable in respect of any of the Tenant Leases. There shall be no parties in possession of the Real Property other than those persons shown on the Rent Roll or pursuant to Tenant Leases executed between the date of the Rent Roll and the Closing Date.

6.2.2 No tenant has paid and Seller has not collected any rent for a period of more than one (1) month in advance.

6.2.3 No renewals or extension options have been granted to any tenant except as set forth in the Tenant Leases or specifically identified on the Rent Roll.

6.2.4 No tenant is entitled to rental concessions or abatements for any period subsequent to the Closing Date except as set forth in the Tenant Leases or specifically identified on the Rent Roll.

6.2.5 Except as disclosed to Buyer in writing, the Seller has not received any notice from any tenant under any of the Tenant Leases claiming that the Seller is in default of its material obligations under any of the Tenant Leases.

6.2.6 All work, other than routine maintenance and repairs typically made in the ordinary course of business, required to be performed by the Seller under the Tenant Leases has been completed, or will be completed prior to the Closing Date, in good and workmanlike manner and in accordance with the Tenant Leases and all applicable law and regulations.

6.2.7 So long as this Agreement remains in force, Seller shall not make any disbursements from Reserves and Escrows that are not for the benefit of the Project. All disbursements from Reserves in excess of $10,000 in the aggregate shall require the prior written consent of Buyer, not to be unreasonably withheld so long as such disbursements are being used for the benefit of the Project.
6.2.8 Prior to Closing, no security deposits will be increased or collected from tenants under the Tenant Leases, except for a security deposit for any tenant under a Tenant Lease executed after the Effective Date, which security deposit shall be the usual and customary amount collected for the Project.

6.3 **Contracts.** The complete list of all management, service, operation, supply and maintenance agreements, equipment leases, and all other contracts and agreements with respect to or affecting the Property as of the date of this Agreement, is hereby attached as **Exhibit B** and copies will be provided to Buyer pursuant to Section 5 above, and will include, with respect to each of the Contracts, (a) the names of the providers thereunder, (b) the service provided thereunder or subject matter thereof, (c) the monthly payment or other rate of payment payable thereunder as of the date of this Agreement, and (d) the expiration date thereunder. The copies of the Contracts to be furnished by the Seller to the Buyer at Closing shall be true and complete copies thereof. Seller has not received any written notification of an existing default or otherwise has actual knowledge of circumstances that would reasonably lead to default by Seller under any of the Contracts. By not later than the thirtieth (30th) day following receipt by Buyer of all the Contracts, the Buyer may at its option notify the Seller that the Buyer wishes to assume any or all of the Contracts (to the extent the same are assumable). All Contracts which the Buyer has not elected to assume shall be terminated by the Seller effective as of or prior to the Closing Date. Notwithstanding the foregoing or anything to the contrary contained herein, to the extent that Buyer has not elected to assume any Contract the actual date of termination of which is after the Closing Date, Buyer shall be required at Closing to assume all obligations thereunder until the effective date of the termination or expiration of such Contract(s) provided, however, Buyer shall assume no obligation to expend any sums (including termination fees or charges) for Contracts which it has not elected to assume.

6.4 **Information Concerning the Property.** All of the information about the Property provided by the Seller to the Buyer is true and correct in all material respects.

6.5 **Environmental.** To the best knowledge of the Seller, the Property is in compliance with all laws, regulations, and governmental orders relating to environmental protection, sanitation, hazardous materials or waste, pollution control, and remediation of environmental contamination.

6.6 **Compliance with Law.** To the best knowledge of the Seller, the Property is in full compliance with all laws and regulations of applicable federal, state, city, and other governmental authorities having jurisdiction over or governing the use of the Property including, without limitation, all zoning and building restrictions and ordinances, and all fire and health codes. The Seller has not received any written notice of, and has no knowledge of any condition which may give rise to, any violation of any law, rule, regulation, order, or ordinance applicable to the Project.
6.7 Legal Proceedings. There are no actions, suits, proceedings, or assessments, governmental or otherwise, pending or, to the best knowledge of the Seller, overtly threatened against or affecting the Seller, the Real Property or the Project, including without limitation any investigations, administrative order or notice, consent order, litigation, settlement or environmental claim or lien with respect to Hazardous Materials. The Seller has not received, any summons, citation, directive, inquiry, order, notice or other written communication from any person concerning any actual, alleged, or potential violation of or failure to comply with any environmental laws arising out of or with respect to the Property or the operation of its business.

6.8 Reserved.

6.9 No Mechanics Liens. There are no mechanics’ or materialmen’s liens arising from any labor or materials furnished to the Property prior to Closing. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DEMANDS, CAUSES OF ACTION, OR SUITS OF WHATSOEVER NATURE ARISING OUT OF ANY MECHANICS’ OR MATERIALMEN LIENS WHICH MAY BE ASSERTED OR FILED IN THE PROPERTY RECORDS RELATING TO WORK PERFORMED OR MATERIALS DELIVERED TO THE PROPERTY PRIOR TO THE CLOSING DATE.

6.10 Financial Statements; Tax Returns. The financial statements to be provided by the Seller to the Buyer and all other balance sheets, statements of income and changes in financial position, tax returns, and other financial documents relating to the Property are true and accurate in all material respects. The Seller has filed all federal, state, and local income, property and other tax returns required to be filed by it and paid all taxes shown to be due thereon. The Property is not subject to any real or personal property tax abatement or payment-in-lieu-of-taxes agreement. The Seller shall also be responsible for the final HUD required close out audit upon transfer of the Property to the Buyer.

6.11 Inspection Reports. The Seller has received no written notice of any alleged violation of any law, regulation, or policy relating to tenants or cost reimbursement issued by HUD, the State of Texas, or other third party payor. Seller has not received any written notice that the Project is currently in violation of any HUD regulation or policy.

6.12 Reserved.

6.13 Labor Matters. None of the employees at the Project, if any, has a contract of employment which is other than terminable at will, is represented by any union or other collective bargaining representative, or is covered by any employee benefit plan.
6.14 **Conduct of Normal Business.** Through the Closing Date, the Seller will carry on the business relating to the Project in the same manner as it has been carried on and operated in the past. The Seller shall keep the Property insured at least in the same manner as it has been insured in the past, to the full replacement cost thereof. The Seller will make no payments relating to the Project which are not in the ordinary course of business and will enter into no new contracts relating to the Project which are not terminable and otherwise approved by the Buyer except for new leases with tenants of the Project in the Seller’s standard form approved by the Buyer and any contracts for services that are reasonably necessary for the operation of the Project.

6.15 **Reserved.**

6.16 **Full Disclosure.** The Seller has not knowingly misrepresented any fact which could reasonably be anticipated to prevent the Buyer from operating the Project in the manner in which the Project is currently being used and operated by the Seller. To the best of Seller's knowledge, neither this Agreement nor any document to be delivered to the Buyer at or before Closing contains any untrue statement of material fact or omits a material fact necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Seller will not withhold and has not withheld from, or failed to disclose to, the Buyer any data, documents, or information that would materially adversely affect the assets or financial condition of the Property.

7. **Buyer's Representations and Warranties.** The Buyer represents and warrants to the Seller, both as of the Effective Date and the Closing Date, as follows:

7.1 **Authority.** The Buyer is a non-profit corporation duly organized and in good standing under the laws of Ohio and has authority to execute this Agreement, acquire and operate the Property and Project as provided in this Agreement, and carry out the Buyer’s obligations hereunder. The person who has executed this Agreement on behalf of the Buyer is authorized to do so. No consent of any other person is required in connection with this transaction, other than any consent and approval of HUD. This Agreement has been duly and validly authorized, executed, and delivered by the Buyer and is the legal, valid, and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, subject to the application of bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting the enforcement of creditors’ rights in general, general equitable principles, and public policy principles. The execution, delivery, and performance of this Agreement by the Buyer do not conflict with, or result in a breach or violation of or default under, (a) the articles of incorporation of the Buyer, (b) any applicable law or regulation, (c) any judgment, order, or decree binding upon the Buyer, or (d) any agreement or other contractual obligation to which the Buyer is bound.

7.2 **Operation of the Project.** The Buyer warrants and covenants that it will continue to operate the Project as a low income senior housing in accordance with the
requirements of the HUD HAP Contract (the "HUD Requirements"). Provided that HUD continues to fund payments pursuant to the HAP Contract, the HUD Requirements shall survive for a period of thirty-six (36) months after the Closing Date (the "Compliance Period"). After the expiration of the Compliance Period, the HUD Requirements shall automatically terminate without the need for any action by Buyer or Seller. Buyer understands and agrees that the Seller is entering into this Agreement and the terms contained herein, including, without limitation, the Purchase Price, in reliance upon and in consideration of the Project's compliance with the HUD Requirements during the Compliance Period.

8. Conditions of Closing. The Buyer's obligation to close the transaction contemplated by this Agreement is subject to satisfaction, on or before the Closing Date, of each of the following conditions precedent, as determined by the Buyer in its good faith discretion:

8.1 Representations. The Seller's representations and warranties made herein shall be true and correct, and at Closing the Seller shall execute and deliver closing affidavits and certificates as to the truth and accuracy of such representations and warranties as of that date and the survival thereof for a period of six (6) months after the Closing Date. Likewise, all representations of Buyer contained herein which are to survive the Closing Date shall survive for a period of six (6) months.

8.2 Title Evidence. The Buyer shall have received and approved the Title Commitment and all requested endorsements, in accordance with the terms and time frame set forth in Section 4 above.

8.3 Survey and Inspections. The Buyer shall have approved the Survey, and, if obtained by Buyer, such other due diligence as it may deem necessary, provided that if Buyer does not terminate the Agreement on or before the expiration of the Inspection Period, this section shall be waived.

8.4 Financing; HUD Approval. The Buyer shall have received the HUD Approval.

8.5 Reserved.

8.6 Approvals. The Buyer shall have received any other necessary permits and approvals as may be required under any protective covenants applicable to the Property and under applicable federal, state or local law in order to consummate the transactions contemplated under this Agreement. If the Buyer determines that it has not or will not receive all necessary permits and approvals (other than the HUD Approval), then the Buyer shall provide written notice to the Seller on or before the expiration of the Inspection Period that such permits and approvals cannot be obtained and that the Agreement is terminated at no fault to either party. In such event, the Deposit, together with all interest thereon, shall be refunded to the Buyer. If Buyer does not terminate the Agreement on or before the expiration of the Inspection Period, Buyer's ability to terminate the Agreement for the reason set forth in this Section 8.6 shall be waived.
8.7 **Feasibility.** The Buyer shall have determined during the Inspection Period the future feasibility of the Project based upon the due diligence, including without limitation information received from the Seller pursuant to Exhibit C and Section 5 above, and the HUD Approval. If the Buyer determines that Project feasibility is not achievable based upon such information, then the Buyer shall provide written notice to the Seller on or before the expiration of the Inspection Period that feasibility cannot be achieved and that the Agreement is terminated at no fault to either party. In such event, the Deposit, together with all interest thereon, shall be refunded to the Buyer. If Buyer does not terminate the Agreement on or before the expiration of the Inspection Period, Buyer's ability to terminate the Agreement for the reason set forth in this Section 8.7 shall be waived.

9. **Seller's Cooperation.** The Seller shall cooperate with Buyer to satisfy each of the conditions described in Sections 5 and 8.6 above, and to make all required HUD and governmental filings, and to provide such other information regarding the Seller and the Property as the Buyer may reasonably require to obtain the necessary governmental approvals.

10. **Closing Costs.** The Seller shall pay all costs of curing or removing any title defects or unapproved title exceptions set forth in Buyer's Objection Notice which Seller has agreed to cure or remove or which Seller is obligated to cure or remove pursuant to Section 4, satisfaction and release of existing liens, all documentary stamps required on the deed, any transfer or conveyance fees or taxes, the issuance by the Title Company of the Title Policy (including title search fees and premiums), its own attorney's fees and any additional closing fees customarily charged to sellers of real property in the location of the Project. The Buyer shall pay all expenses charged in connection with the issuance by the Title Company of any endorsements to the Title Policy, including any survey deletion coverage, the cost of a Phase I environmental report (if any), the Survey, any soil or environmental testing expenses separately incurred by the Buyer, its own attorneys' fees, any additional transfer or conveyance fees or taxes attributable to the Buyer's subordinate acquisition financing of the transaction, and any additional closing fees customarily charged to purchasers of real property in the location of the Project. The Buyer shall be solely responsible for any and all fees and expenses of obtaining the HUD Approval, provided, however, Seller shall be responsible for any legal fees which it incurs in the course of Buyer seeking HUD Approval. All real and personal property ad valorem taxes, agricultural use tax recoupment, and installments of special assessments, if any, for the years prior to the Closing Date shall be paid by the Seller, or the Seller shall obtain affirmative title insurance coverage indemnifying the Buyer against the same. All real property ad valorem taxes and installments of special assessments, if any, for the year of the Closing Date shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuations, which proration shall be final and binding on the parties hereto.

11. **Possession.** Possession of the Project shall be delivered to the Buyer on the Closing Date, subject to the rights of the tenants under the Tenant Leases.

12. **Casualty Loss; Eminent Domain.**
12.1 Prior to the Closing, if any taking pursuant to the power of eminent domain is proposed or occurs, as to all or any portion of the Property so as to prevent the operation of the Project as currently operating, or a sale occurs in lieu thereof, the Buyer shall be entitled to elect within ten (10) days after receipt of written notice from Seller to Buyer of such intended taking by eminent domain or sale in lieu thereof either to (a) terminate this Agreement, or (b) proceed to the Closing, in which event all proceeds, awards and other payments arising from any such taking or sale shall be paid to the Buyer, with no adjustment of the Purchase Price paid at Closing. If Buyer fails to give Seller written notice of its election to proceed to Closing within ten (10) days after such notice from Seller, Buyer shall be deemed to have elected to terminate this Agreement. If the Buyer elects, or is deemed to have elected, to terminate this Agreement, the Buyer shall immediately deliver to Seller all of the Due Diligence Documents, and the Deposit shall be returned to the Buyer and the parties hereto thereafter shall have no further obligations or liabilities to one another hereunder, except as otherwise specifically provided herein.

12.2 Prior to Closing, if all or a substantial part of the Property is destroyed or damaged, Seller shall give Buyer written notice thereof whereupon Buyer shall have the option, exercisable in writing, within ten (10) days after receipt of notice from Seller of the loss, to terminate this Agreement or to proceed with the Closing. If Buyer fails to give Seller written notice of its termination of this Agreement pursuant to this Section 12.2 within the said ten (10) day period, Buyer shall be deemed to have elected to terminate this Agreement. If Buyer elects, or is deemed to have elected, to terminate this Agreement, the Buyer shall immediately deliver to Seller all of the Due Diligence Documents, and the Deposit shall be returned to Buyer, and, thereafter, the parties shall have no further rights, duties or obligations hereunder except as otherwise expressly provided herein. If Buyer elects or is deemed to have elected to proceed to Closing, or if the damage to the Property is not substantial as defined herein below in this Section 12.2, Buyer shall be obligated to proceed with the Closing without a reduction in the Purchase Price, but Buyer shall be entitled to any insurance proceeds payable by insurance companies to Seller as a result of such damage and Seller shall assign to Buyer all of Seller's rights to such proceeds at Closing. For purposes of this Section 12.2, destruction or damage to the Property shall be deemed "substantial" only if the loss in question exceeds ten percent (10%) of the Purchase Price as determined by written estimates of the actual cost to repair and restore the destruction and damage, which written estimate shall be obtained by Seller from a licensed general contractor, or from a public insurance adjusting firm.

13. **Default: Remedy.** If either party fails to perform its obligations hereunder (except as excused by the other's default), the party claiming default shall make written demand for performance. If the defaulting party fails to comply with such written demand within ten (10) days after receipt thereof, the following shall apply: (a) if the Seller fails or refuses to perform, then the Buyer may either (i) terminate this Agreement upon written notice to the Seller and the Title Company, in which event the Seller shall promptly upon demand return the Deposit, together with all interest accrued thereon, to the Buyer, or (ii) elect to proceed with this Agreement, in which case the Buyer may attempt to remedy such default, including without limitation by demanding specific performance; and (b) if the Buyer fails or refuses to perform, then the Seller may terminate this Agreement upon written notice to the Buyer and the Title Company, in which event the Seller shall retain the Deposit, together with all interest thereon, to as liquidated damages, as the Seller's sole and exclusive remedy for such default.
14. **Brokerage.** The Seller and the Buyer each represents and warrants to the other that it has not dealt with any broker or finder in connection with the transactions contemplated by this Agreement. The Seller and the Buyer each hereby agrees to indemnify the other for any and all loss, cost, expense and liability (including attorneys' fees) incurred by reason of any claim for brokerage commission or finder's fee by any other person or entity claiming to have been engaged by it.

15. **POST-CLOSING INDEMNIFICATION.** THE SELLER SHALL INDEMNIFY AND DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO BUYER) AND HOLD BUYER AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND AFFILIATES (COLLECTIVELY, “BUYER PARTIES”) HARMLESS OF, FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND FEES AND COSTS) INCURRED OR SUFFERED BY BUYER PARTIES ARISING OUT OF OR WITH RESPECT TO (I) ANY MISREPRESENTATION OR BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, CONDITION OR AGREEMENT HEREIN BY SELLER OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED TO BUYER BY SELLER PURSUANT TO THIS AGREEMENT; OR (II) THE ASSERTION AGAINST BUYER PARTIES OF ANY CLAIM OR MATTER DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING OUT OF, ANY CLAIM AGAINST, OR LIABILITY OR OBLIGATION OF SELLER OR THE PROPERTY (TO THE EXTENT SUCH CLAIM RELATING TO THE PROPERTY ARISES FROM THE PERIOD OF SELLER’S OWNERSHIP OF THE PROPERTY).

15.2. **BUYER SHALL INDEMNIFY AND DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER) AND HOLD SELLER AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, “SELLER PARTIES”) HARMLESS OF, FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND FEES AND COSTS) INCURRED OR SUFFERED BY SELLER PARTIES ARISING OUT OF OR WITH RESPECT TO (I) ANY MISREPRESENTATION OR BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT, CONDITION OR AGREEMENT HEREIN BY BUYER OR IN ANY DOCUMENT OR INSTRUMENT DELIVERED TO SELLER BY BUYER PURSUANT TO THIS AGREEMENT; OR (II) THE ASSERTION AGAINST SELLER PARTIES OF ANY CLAIM OR MATTER DIRECTLY OR INDIRECTLY RELATING TO, OR ARISING OUT OF, ANY CLAIM AGAINST, OR LIABILITY OR OBLIGATION OF BUYER OR THE PROPERTY (BUT ONLY TO THE EXTENT SUCH CLAIMS ARISE FROM THE PERIOD AFTER THE CLOSING AND WERE NOT CAUSED IN WHOLE OR IN PART BY SELLER).

15.3. **AS SOON AS REASONABLY PRACTICABLE AFTER RECEIPT BY THE PARTY WHICH SEEKS INDEMNIFICATION (THE “INDEMNIFIED PARTY”) OF NOTICE OF ANY LOSS, IN RESPECT OF WHICH THE OTHER PARTY MAY BE LIABLE UNDER THIS SECTION 15 (THE “INDEMNIFYING PARTY”), THE INDEMNIFIED PARTY SHALL GIVE WRITTEN NOTICE THEREOF TO THE
INDEMNIFYING PARTY. THE INDEMNIFIED PARTY MAY AT ITS OPTION GIVE NOTICE OF INDEMNITY UNDER THIS SECTION 15 AS SOON AS A CLAIM HAS BEEN THREATENED BY A THIRD PARTY, REGARDLESS OF WHETHER AN ACTUAL LOSS HAS BEEN SUFFERED, SO LONG AS THE INDEMNIFIED PARTY SHALL IN GOOD FAITH DETERMINE THAT THE INDEMNIFIED PARTY MAY BE LIABLE OR OTHERWISE INCUR A LOSS AS A RESULT THEREOF AND SHALL GIVE NOTICE OF SUCH DETERMINATION TO THE INDEMNIFYING PARTY. THE INDEMNIFIED PARTY MAY, AT ITS OPTION, PERMIT THE INDEMNIFYING PARTY, AT THE INDEMNIFYING PARTY’S EXPENSE, TO ASSUME THE DEFENSE OF ANY SUCH CLAIM BY COUNSEL REASONABLY SATISFACTORY TO THE INDEMNIFIED PARTY AND TO SETTLE OR OTHERWISE DISPOSE OF THE SAME, PROVIDED THAT THE INDEMNIFIED PARTY MAY AT ALL TIMES PARTICIPATE IN SUCH DEFENSE, AND PROVIDED FURTHER THAT THE INDEMNIFYING PARTY SHALL NOT, IN DEFENSE OF ANY SUCH CLAIM, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE INDEMNIFIED PARTY TO BE GIVEN OR WITHHELD IN THE INDEMNIFIED PARTY’S SOLE DISCRETION, CONSENT TO THE ENTRY OF ANY JUDGMENT OR ENTER INTO ANY SETTLEMENT THAT DOES NOT INCLUDE AS AN UNCONDITIONAL TERM THEREOF THE GIVING BY THE CLAIMANT OR PLAINTIFF IN QUESTION TO THE INDEMNIFIED PARTY AND ITS AFFILIATES A RELEASE OF ALL LIABILITIES IN RESPECT OF SUCH CLAIMS.

15.4. FAILURE BY THE INDEMNIFIED PARTY TO GIVE PROMPT NOTICE TO THE INDEMNIFYING PARTY SPECIFIED IN SECTION 15.3 ABOVE SHALL NOT RELEASE, WAIVE OR OTHERWISE AFFECT THE INDEMNIFYING PARTY’S OBLIGATIONS TO INDEMNIFY HEREUNDER EXCEPT TO THE EXTENT THAT THE INDEMNIFYING PARTY CAN DEMONSTRATE ACTUAL LOSS AND PREJUDICE AS A RESULT OF SUCH FAILURE.

15.5. EXCEPT AS OTHERWISE PROVIDED HEREIN, INCLUDING, WITHOUT LIMITATION, THE PERIOD OF SURVIVAL OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8.1 HEREOF, THE INDEMNIFICATIONS SET FORTH IN THIS SECTION 15 SHALL SURVIVE THE CLOSING AND PAYMENT OF THE PURCHASE PRICE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF CLOSING, PROVIDED THAT THE INDEMNIFIED PARTY SHALL ONLY BE ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 15 IF IT GIVES WRITTEN NOTICE REQUIRED UNDER SECTION 15.3 WITHIN SUCH ONE (1) YEAR PERIOD.

16. Miscellaneous. This Agreement contains the entire agreement between the parties relating to the transfer of the Property. No modification or amendment to this Agreement shall be effective unless made in a writing signed by both parties hereto. The rights and obligations of the Buyer under this Agreement may be assigned in whole or in part, without the prior written consent of the Seller, to one or more affiliates of Buyer or any partnership or limited liability company controlled by the Buyer or any such affiliate. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, and venue for any dispute shall lie in Travis County, Texas. This Agreement shall inure to the benefit of the parties hereto and their
respective heirs, administrators, successors, and permitted assigns. In any judicial action to enforce or defend its rights hereunder, the prevailing party (as determined by such tribunal) shall be entitled to recover attorneys’ fees and costs approved by such tribunal. All pronouns shall be construed to be of such gender and number as the context may require.

17. **Prior Agreements.** The Seller represents to the Buyer that, as of the Effective Date hereof, the Seller has not entered into any understanding, whether binding or not, regarding a sale or transfer of the Property other than this Agreement. The Seller will not, from the Effective Date and until Closing or termination of this Agreement, negotiate for the sale or offer to sell any of the Property to any other person, without the prior written consent of the Buyer.

18. **Cooperation; Business Records.** Each party will cooperate, take such further actions, and execute and deliver such further documents as may be reasonably requested by the other party (provided such action shall not involve the expenditure of any material amount of money) in order to carry out the provisions and purposes of this Agreement. After the Closing Date, at the Buyer’s request and without further consideration, the Seller will execute and deliver such other instruments of sale, transfer, assignment and confirmation as the Buyer may reasonably deem necessary to confirm the Buyer’s title to the Property and to assist the Buyer in exercising all rights with respect thereto. The parties shall give to one another and their respective counsel, accountants, and other representatives full access, during normal business hours and upon reasonable prior notice before and after Closing, to all books, contracts, manuals, and records relating to the Property, shall permit such persons to make copies thereof, and shall furnish one another with such other information concerning the Property as each party reasonably may request. The Seller shall reasonably maintain for a period of three (3) years after Closing any books and records relating to the Property which remain in its possession after the Closing.

19. **Captions and Headings.** All captions and headings are for convenience only and do not constitute a part of this Agreement or affect its meaning.

20. **Counterparts; Facsimile Delivery.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of this Agreement may be accomplished by facsimile transmission.

21. **Notices.** Any notices to be given under this Agreement shall be in writing and shall be deemed to have been given when personally delivered, telecopied, sent by electronic mail, or mailed by United Stated certified mail to the parties hereto in the addresses set forth above with a copy to Scott A. Marks, Coats Rose, P.C., 901 South Mopac Expressway, Building 1, Suite 500, Austin, Texas 78746. Any notices sent to Seller shall have a copy to Matthew Borah, Locke Lord LLP, 600 Congress Avenue, Suite 2200, Austin, Texas 78701.

22. **Time of the Essence.** Time is of the essence in all things and matters relating to the performance of this Agreement.

[The next page is the signature page]
IN WITNESS WHEREOF, this Agreement has been executed in one or more counterparts by the duly-authorized officers of the parties as of the Effective Date set forth above.

THE SELLER:

Trinity Place, Inc.,
a Texas nonprofit corporation

By: _____________________________
    Rick Salvo, TPI Board President

THE BUYER:

National Church Residences Investment Corporation, an Ohio corporation

By: _____________________________
    Matt Rule, Vice President

LIST OF EXHIBITS:

A — Legal Description of Real Property
B — Leases and Contracts
C — Due Diligence Documents
EXHIBIT A

LEGAL DESCRIPTION

[attached hereto]
FIELD NOTES describing a 6.83 acre tract or parcel of land out of the Wiley Harris Survey No. 124, Abstract No. 290, situated in Williamson County, Texas, being a portion of said 30 acres conveyed to Nancy M. Baker and John F. Lanier, Jr., by deed recorded in Volume 599, Page 428 of the Deed Records of said County and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found in the East right-of-way line of Cushing Street, being the Northwest corner of Lot 1, Block A, CUSHING PARK, as shown on a Plat of Record in Volume 11, Page 16, of the Plat Records of said County, also being the Southwest corner of said 30 acres, for the Southwest corner and POINT OF BEGINNING of the hereinbefore described 6.83 acres:

THENCE along said East right-of-way line, being a West line of said 30 acres, N00°19'45"E, 255.50 feet to an iron pin found, being the Southwest corner of Lot 3, C. GRESHAMS SUBDIVISION as shown on a Plat of Record in Cabinet B, Slides 70-71, of said Plat Records conveyed to Concepcion and Janie Castillo by deed recorded in Volume 596, Page 183, of said Deed Records, for an ell corner hereof:

THENCE along the South line of said Lot 3, N09°56'E, 199.96 feet to an iron pin found, being the Southeast corner of said Lot 3, for an ell corner hereof:

THENCE along the East line of said C. GRESHAMS SUBDIVISION, N00°06'40"W, 328.73 feet to an iron pin found, being the Northeast corner of Lot 1 of said C. GRESHAMS SUBDIVISION conveyed to Gonzalo A. Medal by Warranty Deed recorded in Volume 535, Page 259, of said Deed Records, for an ell corner hereof:

THENCE along the North line of said Lot 1, S08°52'15"W, 199.94 feet to an iron pin found in said East right-of-way line, being the Northwest corner of said Lot 1, for an ell corner hereof:

THENCE along said East right-of-way line, being a West line of said 30 acres, for a West line hereof, N00°11'10"W, 217.35 feet to an iron pin found, being the Southwest corner of that tract of land conveyed to Round Rock Independent School District by deed recorded in Volume 503, Page 491, of said Deed Records and the Northwest corner of said 30 acres, for the Northwest corner hereof:

THENCE along the South line of said Round Rock Independent School District tract, being the North line of said 30 acres, for the North line hereof, N08°57'10"E, 495.00 feet to an iron pin set, being the Northeast corner hereof:

THENCE along the East line hereof, S00°08'50"E, 554.38 feet to an iron pin set, being the Southeast corner hereof:

THENCE along the South line hereof, the following three (3) courses:
1) S72°34'W, 121.80 feet to an iron pin found, being the Northeast corner of Lot 4, Block A, of said CUSHING PARK, for an angle point hereof;
2) S73°09'45"W, 101.27 feet to an iron pin found, being the common rear corner of Lot 3, Block A, of said CUSHING PARK, and said Lot 4, for an angle point hereof;
3) S72°21'50"W, 298.49 feet to the POINT OF BEGINNING of the herein described tract of land containing 6.83 acres of land more or less.
EXHIBIT B
LEASES AND CONTRACTS

All tenant leases
Laundry lease
Any other such leases or contracts as determined by the Buyer
The following maintenance, landscaping, and service contracts:
EXHIBIT C

DUE DILIGENCE DOCUMENTS

1. Copies of the most recent rent roll including (i) the name of each existing tenant, (ii) apartment number designation, (iii) all arrearages owing from said tenant, (iv) the expiration date or status of the term of the lease (including all rights or options to renew), (v) the current rent and other payments actually being collected and which the tenant is obligated to make under the lease, (vi) the current outstanding balance of all security deposits, key deposits, pet deposits and the like held under the lease, including accrued interest, and prepaid rents, if any.

2. All leases, easements, deed restrictions, side letters and any other documents encumbering the property (other than those documents that can be obtained from the Title Company);

3. All plans and specifications, if available.

4. All existing environmental reports, if available.

5. Termite inspection, vermin infestation and boiler inspection reports, if available.

6. All existing engineering reports, including, but not limited to, structural, plumbing, electrical, mechanical and civil.

7. Audited financial statements for the past three (3) years, including monthly income and expense statements.

8. Tax returns for the past three (3) years.

9. Most recent year-to-date operating statement.

10. Copies of all real estate tax bills, tax assessments and tax receipts for the last three (3) years.

11. Copies of all maintenance and vendors contracts affecting the property, and a schedule of all contracts affecting the property including (a) the names of the providers; (b) the service provided or the subject matter thereof; (c) the monthly payment or other rate of payment payable as of the date of the contract and (d) the expiration date of the contract, and (e) cancellation policies.

12. The most recent title policy.

13. The most recent ALTA as-built survey or any other land surveys in Seller’s possession.

14. A list of current employees employed at the property with current salaries.

EXHIBIT C – CONT’D.
15. A list of all third-party contracts including the annual amount of the contract and the cancellation provisions.

16. Summary of resident files and demographic information.


18. All regulatory agreement(s).

19. HAP Contract with current rent schedule (if applicable).

20. Most recent REAC inspection report.

21. Copies of all files relating to the initial closing, subsequent endorsement(s), compliance under, notices received in connection with, and documentation of the 223(f) loan.
ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

This Assignment of Purchase and Sale Agreement (the “Assignment”) is executed as of February 22nd, 2019, (the “Effective Date”) between NATIONAL CHURCH RESIDENCES INVESTMENT CORPORATION, an Ohio non-profit corporation (“Assignor”), and NATIONAL CHURCH RESIDENCES OF ROUND ROCK, TX, a Texas non-profit corporation (“Assignee”).

For good and valuable consideration, including the mutual agreements set forth in this Assignment, Assignor and Assignee agree as follows as of the Effective Date:

1. **Assignment.** Assignor hereby assigns to Assignee that certain Purchase and Sale Agreement dated effective as of July 16, 2018 (together with any future amendments, the “Contract”) covering the real property described in Exhibit A to this Assignment and the improvements located thereon as further described in the Contract (collectively, the “Property”), and all right, title and interest of Assignor in and to Contract and the Property under and by virtue of the Contract, including, without limitation, all earnest money deposited by Assignor to date, subject, nevertheless, to the terms, conditions and stipulations in the Contract.

2. **Assumption.** Assignee hereby assumes and agrees to observe and perform all terms, conditions and stipulations that are under the Contract to be observed or performed by Buyer, whether arising before or after the date of this Assignment, or before or after Closing.

3. **General.** This Assignment benefits and binds Assignor and Assignee and their respective successors and assigns.

[Signatures on following page]
Executed in multiple counterparts by Assignor and Assignee on the respective dates indicated below but effective as of the Effective Date of this Assignment.

ASSIGNOR:

NATIONAL CHURCH RESIDENCES INVESTMENT CORPORATION,
an Ohio non-profit corporation

By: [Signature]
Name: Matthew D. Rule
Title: President

2/22/2019, 2019

ASSIGNEE:

NATIONAL CHURCH RESIDENCES OF ROUND ROCK, TX,
a Texas non-profit corporation

By: [Signature]
Name: Matthew D. Rule
Title: Vice President

2/22/2019, 2019
EXHIBIT A TO ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

Description of the Property

[attached hereto]
FIELD NOTES describing a 6.83 acre tract or parcel of land out of the Wiley Harris Survey No. 124, Abstract No. 298, situated in Williamson County, Texas, being a portion of that certain 30 acres conveyed to Nancy H. Baker and John F. Lanier, Jr., by deed recorded in Volume 539, Page 426 of the Deed Records of said County and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found in the East right-of-way line of Cushing Street, being the Northwest corner of Lot 1, Block A, CUSHING PARK, as shown on a Plat of Record in Volume 11, Page 15, of the Plat Records of said County, also being the Southwest corner of said 30 acres, for the Southwest corner and POINT OF BEGINNING of the hereinafter described 6.83 acres;

THENCE along said East right-of-way line, being a West line of said 30 acres, N00°19'45"E, 266.60 feet to an iron pin found, being the Southwest corner of Lot 3, C. GRESHAMS SUBDIVISION as shown on a Plat of Record in Cabinet B, Slides 70-71, of said Plat Records conveyed to Concepcion and Janie Castillo by deed recorded in Volume 596, Page 153, of said Deed Records, for an ell corner hereof;

THENCE along the South line of said Lot 3, N00°56'00"E, 199.96 feet to an iron pin found, being the Southeast corner of said Lot 3, for an ell corner hereof;

THENCE along the East line of said C. GRESHAMS SUBDIVISION, N00°09'40"W, 326.73 feet to an iron pin found, being the Northeast corner of Lot 1 of said C. GRESHAMS SUBDIVISION conveyed to Gonzalo A. Medal by Warranty Deed recorded in Volume 535, Page 259, of said Deed Records, for an ell corner hereof;

THENCE along the North line of said Lot 1, S00°52'15"W, 199.94 feet to an iron pin found in said East right-of-way line, being the Northwest corner of said Lot 1, for an ell corner hereof;

THENCE along said East right-of-way line, being a West line of said 30 acres, for a West line hereof, N00°11'10"W, 217.35 feet to an iron pin found, being the Southwest corner of that tract of land conveyed to Round Rock Independent School District by deed recorded in Volume 503, Page 491, of said Deed Records and the Northwest corner of said 30 acres, for the Northwest corner hereof;

THENCE along the South line of said Round Rock Independent School District tract, being the North line of said 30 acres, for the North line hereof, N00°08'30"E, 496.00 feet to an iron pin set, being the Northeast corner hereof;

THENCE along the East line hereof, S00°08'50"E, 654.38 feet to an iron pin set, being the Southeast corner hereof;

THENCE along the South line hereof, the following three (3) courses:
1)  S72°34'34"W, 121.80 feet to an iron pin found, being the Northeast corner of Lot 4, Block A, of said CUSHING PARK, for an angle point hereof;
2)  S73°09'45"W, 101.27 feet to an iron pin found, being the common rear corner of Lot 3, Block A, of said CUSHING PARK and said Lot 4, for an angle point hereof;
3)  S72°21'50"W, 298.49 feet to the POINT OF BEGINNING of the herin described tract of land containing 6.83 acres of land more or less.
CONFIRMATION OF ESCROW ACCOUNT
RECEIPTS/DISBURSEMENTS/BALANCE

Date: January 4, 2019
File No.: 1829249-COM
Seller: Trinity Place, Inc., a Texas non-profit corporation
Buyer: National Church Residences of Round Rock, TX, a Texas non-profit corporation (as
Assignee from National Church Residences Investment Corporation, an Ohio non-
provide corporation
Property: 6.83 acres, more or less, out of the WILEY HARRIS SURVEY NO. 124, ABSTRACT
NO. 298, in Williamson County, Texas, known as 1203 Cushing Drive, Round Rock,
Texas

Receipts:
Date | Amount       | Type        
--- | ------------ | ----------- 
07/18/2018 | $125,000.00 | Wired Funds

Disbursements:
Date | Amount | Type
--- | --- | ---
$-0- |

Current Balance In Escrow:
$125,000.00

The above information is hereby confirmed to be true and correct according the escrow records
maintained by Independence Title.

Independence Title

By: ________________________________
    Dan Phares, Senior Vice President – Commercial Group
THIRD AMENDED AND RESTATED CODE OF REGULATIONS
(BYLAWS)
of
National Church Residences Investment Corporation
(an Ohio nonprofit corporation)

ARTICLE I

NAME AND ADDRESS OF THE CORPORATION

SECTION 1. NAME. The name of the Corporation is National Church Residences Investment Corporation, hereinafter referred to as the "Corporation."

SECTION 2. PRINCIPAL OFFICE. The principal office of the Corporation is located at 2335 North Bank Drive, Columbus, Ohio 43220.

SECTION 3. GOVERNING INSTRUMENTS. This Code of Regulations shall constitute the bylaws of the Corporation, as required under the applicable law of the state of incorporation of the Corporation, for the government of the Corporation, the conduct of its affairs, and the management of its property, consistent with applicable law and the Articles of Incorporation of the Corporation.

SECTION 4. SEVERABILITY. In the event any provision contained in this Code of Regulations, which is not essential to the effectuation of the basic purpose of this Code of Regulations, is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Code of Regulations that are valid.

ARTICLE II

PURPOSES AND MEMBERSHIP OF THE CORPORATION

SECTION 1. CHARITABLE PURPOSE. The Corporation is irrevocably organized exclusively for nonprofit, charitable and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding section of any future United States Internal Revenue law and is a supporting subsidiary of National Church Residences, an Ohio nonprofit corporation and Section 501(c)(3) organization, its sole member ("NCR"). In pursuance of the foregoing purposes, the corporation shall have the power to provide elderly, handicapped, and other disadvantaged persons with housing facilities and services specially designed to meet their physical, social, and psychological needs, and to promote their health, security, happiness and usefulness in elder living, the charges for such facilities and services to be predicated upon the provision, maintenance, and operation thereof on a non-profit basis.

SECTION 2. NO PRIVATE INUREMENT. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in
furtherance of its exempt purposes. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of this Code of Regulations, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law), or (b) by a corporation contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), and 2522(a)(2) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

SECTION 3. POWERS OF THE CORPORATION. To the extent not inconsistent with the foregoing and its Amended and Restated Articles of Incorporation, the Corporation is hereby empowered to perform the following acts:

A. To buy, own, sell, assign mortgage, or lease any interest in real estate and personal property and to construct, maintain, and operate improvements thereon necessary or incident to the accomplishment of its purposes set forth in this Article hereof.

B. To borrow money and issue evidence of indebtedness in furtherance of any or all of the objects of its business, and to secure the same by mortgage, pledge, or other lien on the Corporation's property.

C. To lend money and secure any interest in the real estate and personal property in accomplishment of its purposes set forth in this Article.

D. To obtain, hold, and invest investment funds of National Church Residences, at the direction of National Church Residences Board of Directors, including but not limited to the Preservation Investment Fund, National Church Residences Acquisition Funds, and MacArthur Foundation Preservation Investment Funds, and to report the performance of these investments.

E. To do and perform all acts reasonably necessary to accomplish the purposes of the Corporation, including the execution of other instruments and undertakings which shall remain binding upon the Corporation, its successors and assigns.

F. In the event of the dissolution of the Corporation or the winding up of its affairs or other liquidation of its assets, the Corporation's property shall not be conveyed to any organization created or operated for profit or to any individual for less than the fair market value of such property, and all assets remaining after payment of the Corporation's debts shall be conveyed or distributed only to an organization or organizations created for non-profit purposes.

SECTION 4. MEMBERSHIP IN THE CORPORATION. The sole member of the Corporation, with all voting rights of membership shall be N^\^\^\^. The President of N^\^\^\^ (or, in the absence or disability of the President, such other officer of N^\^\^ as may be designated by the Board of Directors of N^\^\^\^) shall be authorized to vote on behalf of N^\^\^\^ and take all such actions as the sole member of the Corporation may take.

SECTION 5. DIRECTORS OF THE CORPORATION. The Directors of the Corporation shall be elected by the sole member of the Corporation pursuant to Article IV of this Code of
Regulations and shall serve until their successors are duly elected and qualified.

SECTION 6. OFFICERS OF THE CORPORATION. The officers of the Corporation, as provided by this Code of Regulations, shall be elected by the Directors of the Corporation in the manner set forth in Article V of this Code of Regulations and shall serve until their successors are duly elected and qualified.

ARTICLE III

MEETINGS OF THE SOLE MEMBER OF THE CORPORATION

SECTION 1. PLACE OF MEETING. Meeting of the sole member shall be held at the principal office or place of business of the Corporation, or at such other suitable place convenient to the member as may be designated by the Board of Directors.

SECTION 2. ANNUAL MEETING. The annual meeting of the Corporation shall be set by the Board of Directors who shall also set the time and date. At such annual meeting, there shall be elected by the sole member a Board of Directors in accordance Article VI of this Code of Regulations. The member may also transact such other business as may come before the annual meeting.

SECTION 3. SPECIAL MEETINGS. Special meetings may be called by the President or shall be called by him/her as directed by a resolution adopted by the Board of Directors, upon a written request by the sole member. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice, unless by consent of the sole member.

SECTION 4. WAIVER OF NOTICE OF MEETINGS. As sole member of the Corporation, N^^ may, either before or after any meeting, waive any notice required to be given by law or under this Code of Regulations; and whenever N^^ takes any action and consents to holding a meeting, it shall be valid for all purposes without call or notice, and any action may be taken at such meeting.

SECTION 5. VOTING. The sole member of the Corporation shall have the maximum voting and other rights, authority, powers, and privileges afforded members of nonprofit corporations under applicable state law, including the right to vote by proxy.

SECTION 6. QUORUM. The presence of the President or other authorized representative of N^^, in person or by proxy, or by the use of communications equipment, shall constitute a quorum for all purposes.

ARTICLE IV

BOARD OF DIRECTORS OF THE CORPORATION

SECTION 1. NUMBER AND QUALIFICATIONS. The Corporation shall be governed by the Board of Directors, composed of seven (7) persons. Each of the 7 Directors shall be appointed by N^^ and shall be individuals who are either members of N^^ or non-members who have the approval of the Board of Directors of N^^. Directors shall not be members of the Corporation.
SECTION 2. GOVERNING POWERS. The Board of Directors shall have all the powers and duties necessary or appropriate for the administration of the affairs of the Corporation, and may do all such acts and things as are not, by law, or by the Articles of Incorporation, or by this Code of Regulations, directed to be exercised and done by the member.

SECTION 3. ELECTION AND TERM OF DIRECTORS. The Directors of the Corporation shall be elected by the sole member of the Corporation for a term of one (1) year unless otherwise specified by the member and shall serve until their successors are duly elected and qualified.

SECTION 4. VACANCIES - Vacancies in the Board of Directors caused by any reason, whether by the removal of a Director or by a vote of the sole member, shall be filled by N^^^ as sole member or by a vote of the remaining Directors, and each person so elected shall be a Director until a successor is duly elected and qualified, or until the earlier resignation or removal of such Director from office pursuant to this Code of Regulations.

SECTION 5. REMOVAL OF DIRECTORS. At any time, any one or more of the Directors may be removed with or without cause by N^^^ as the sole member. A successor Director may then be elected to fill the vacancy thus created, but only in accordance with the procedures set forth in this Code of Regulations.

SECTION 6. COMPENSATION. Directors shall receive no compensation for their services as Directors.

SECTION 7. ANNUAL MEETING. Except as otherwise provided in this Code of Regulations, a meeting of the Board of Directors for the purpose of election of officers and the consideration of any other business that may be properly brought before the meeting shall be held immediately after the Annual Meeting of the sole member, at such place as the Board of Directors may, from time to time, determine (or at no physical place, if the Directors determine that the meeting shall be held solely by means of communications equipment as authorized under applicable state law), and no notice of such meeting shall be necessary.

SECTION 8. OTHER MEETINGS.

A. Special Director meetings may be called by the President or by written request to the President by any other member of the Board.

B. All meetings of the Board shall be held at the offices of the Corporation in Columbus, Ohio, or at such other place, within or without the state of incorporation of the Corporation (or at no physical place, if the Directors determine that the meeting shall be held solely by means of communications equipment as authorized under applicable state law), as the Board may determine from time to time and as may be specified in the notice thereof.

C. Meetings of the Directors, or any committee thereof, may be held through any communications equipment if all persons participating can hear each other, and participation in such a meeting shall constitute presence at such meeting.

SECTION 9. NOTICE OF MEETINGS. Written notice of any meeting of the Board of
Directors shall be mailed to each Director, addressed to him at his residence or usual place of business, or shall be sent to him or her at such place by telegraph, cable, electronic mail, facsimile, or wireless, or given personally or by telephone, or by any other means of communication authorized by the Director to whom the notice is given, not later than the day before the day on which the meeting is to be held. The method of giving notice to all Directors need not be uniform. Every such notice shall state the time and place (if any) of the meeting and the means (if any) by which Directors can be present and vote at the meeting through the use of communications equipment, but need not state the purpose thereof. Notice of any meeting of the Board need not be given to any Director, however, if waived by him or her in writing or by telegraph, cable, electronic mail, facsimile, or wireless, whether before or after such meeting be held, or if he or she shall be present at such meeting, and any meeting of the Board shall be a legal meeting without notice thereof having been given if all Directors shall be present.

SECTION 10. QUORUM. A majority of the total authorized number of Directors present in person, by proxy, or by the use of communications equipment shall constitute a quorum for the transaction of business at a meeting of the Board of Directors, provided that whenever less than a quorum is present at the time and place appointed for any meeting of the Board, all of those present may adjourn the meeting from time to time, without notice other than by announcement at the meeting.

SECTION 11. RULES OF THE BOARD OF DIRECTORS. For the government of its actions, the Board of Directors may adopt internal rules of procedure consistent with the Articles of Incorporation and this Code of Regulations.

SECTION 12. COMMITTEES. The Board of Directors may create an executive committee or any other committee or committees of the Board of Directors and may authorize the delegation to any such committee of any of the powers of the Board of Directors, other than the authority of filling vacancies among the Directors or in any committee of the Directors, and may define the extent to which such powers may be delegated. No notice of a meeting of any committee of the Directors shall be required.

SECTION 13. ACTION WITHOUT MEETING. Pursuant to the nonprofit corporation law of the state of incorporation of the Corporation, any action which may be authorized or taken at a meeting of the member or the Directors, as the case may be, may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, the sole member or all the Directors, respectively, which writing or writings shall be filed with or entered upon the records of the Corporation. A telegram, cablegram, electronic mail, facsimile, or an electronic or other transmission capable of authentication that appears to have been sent by the sole member or Director that contains an affirmative vote or approval of that person is a signed writing for the purposes of this section. The date on which that telegram, cablegram, electronic mail, facsimile, or electronic or other transmission is sent shall be deemed the date on which the writing is signed.

SECTION 14. GOVERNING POLICIES. The Board of Directors may adopt, monitor, and enforce written policies governing conflicts of interest, including requirements that directors, officers, and key employees to disclose and update annually any interests that could give rise to conflicts of interest; ethics and whistleblower procedures; document retention and destruction; executive compensation; joint ventures; investments and fundraising; and such other matters and procedures of the Corporation as the Board of Directors may deem appropriate from time to
ARTICLE V

OFFICERS OF THE CORPORATION

SECTION 1. DESIGNATION. The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Secretary and Treasurer may be one and the same person. None of the officers need be a Director of the Corporation, and officers shall not be members of the Corporation.

SECTION 2. ELECTION OF OFFICERS. The officers of the Corporation shall be elected annually by the Board of Directors at its Annual Meeting and, unless sooner removed by the Board, these elected officers shall serve for a term of one (1) year and until their successors are duly elected and qualified. Any vacancies occurring in officers shall be filled by the Board of Directors, from time to time. The Board of Directors shall appoint such temporary or acting officers as may be necessary during the temporary absence or disability of the officers specified herein.

SECTION 3. REMOVAL. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor may be elected at any time.

SECTION 4. PRESIDENT. The President shall be the Chief Executive Officer of the Corporation. He shall have all the general powers and duties which are usually vested in the office of President of a corporation, including the power to sign all deeds, mortgages, bonds, contracts, notes, and other instruments requiring his or her signature, and to appoint committees of the Board of Directors, from time to time, as in his discretion he may deem appropriate to assist in the conduct of the affairs of the Corporation.

SECTION 5. VICE PRESIDENT. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of President. The Vice President shall also perform such other duties as prescribed by the Board of Directors. The authority of the Vice President to sign in the name of the Corporation all authorized deeds, mortgages, bonds, contracts, notes, and other instruments shall be coordinate with the like authority of the President.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the membership. He shall have custody of such books and records of the Corporation as the Board of Directors may require. The Secretary and Vice President may be the same person. The Secretary shall perform the duties and functions customarily performed by the Secretary of a corporation, including the authority to sign all deeds, mortgages, bonds, contracts, notes, and other instruments requiring his or her signature, together with such other duties as the Board of Directors may prescribe.

SECTION 7. TREASURER. The Treasurer shall have general supervision of all finances, maintain custody of the corporate funds and securities, shall keep a full and accurate account of all receipts and disbursements, and shall render an account of all transactions as Treasurer and of
the financial condition of the Corporation whenever called upon to do so.

SECTION 8. ASSISTANT VICE PRESIDENTS. There may be one or more Assistant Vice President(s), as the Board of Directors shall, from time to time, determine. In the absence or disability of the President and all Vice Presidents, an Assistant Vice President shall perform the duties and exercise the powers of the President. An Assistant Vice President shall also perform such other duties as shall be prescribed by the Board of Directors.

SECTION 9. ASSISTANT SECRETARY OR ASSISTANT TREASURER. There may be one or more Assistant Secretaries or Assistant Treasurers as the Board of Directors shall from time to time determine. Any Assistant Secretary or Assistant Treasurer, in the absence of the Secretary or Treasurer, respectively, shall perform the duties customarily performed by the Secretary or Treasurer of the Corporation, together with such other duties as the Board of Directors may prescribe.

SECTION 10. TAX AND OTHER FILINGS. No officer shall have any responsibility for preparing, filing, or paying, or supervising the preparation, filing or paying of any returns or reports required by the Internal Revenue Service or any state or local taxing authority, or required by the Employees Retirement Income Security Act unless such duties are specifically assigned by the Board of Directors in a writing acknowledged by such officer.

ARTICLE VI

FISCAL MANAGEMENT OF THE CORPORATION

SECTION 1. FISCAL YEAR. - The fiscal year of the Corporation shall be established by the Treasurer of the Corporation and shall be subject to change by the Board of Directors.

SECTION 2. BOOKS AND ACCOUNTS. Books and accounts of the Corporation shall be kept under the direction of the Treasurer of the Corporation. Further, the President shall cause to be prepared annually a full and correct statement if the affairs of the Corporation, including a balance sheet and financial statement of operations of the Corporation from the preceding fiscal year, which shall be submitted at the Annual Meeting and filed with the Secretary of the Corporation.

SECTION 4. FIDELITY BONDS. The Board of Directors may require that all officers and employees of the Corporation having custody or control of corporate funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

ARTICLE VII

INDEMNIFICATION BY THE CORPORATION OF ITS DIRECTORS, OFFICERS AND EMPLOYEES

SECTION 1. MANDATORY INDEMNIFICATION. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of this Corporation) by reason of the fact that he or she is or was a Director, officer, employee, agent, or volunteer of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, agent, or volunteer of another
corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

SECTION 2. DISCRETIONARY INDEMNIFICATION. The Corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, agent, or volunteer of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, agent, or volunteer of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation. No such indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio, or the court of competent jurisdiction in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

SECTION 3. INDEMNIFICATION FOR EXPENSES OF DEFENSE. To the extent that a Director, officer, employee, agent, or volunteer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 2 of this Article VII, or in defense of any claim, issue, or matter described therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 4. PROCEDURE FOR INDEMNIFICATION. Any indemnification under Sections 1 or 2 of this Article VII, unless ordered by a court of competent jurisdiction, shall be made by the Corporation only upon a determination that indemnification of the Director, officer, employee, agent, or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 or 2 of this Article VII. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority vote of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel, or (c) by the sole member. Any determination made by the disinterested Directors or by independent legal counsel under this section to provide indemnification under Section 2 of this Article VII shall be promptly communicated to the person who threatened or brought the action or suit by or in the
right of the Corporation, and within ten (10) days after receipt of such notification, such person shall have the right to petition the Court of Common Pleas of Franklin County, Ohio, or the court of competent jurisdiction in which such action or suit was brought to review the reasonableness of such determination.

SECTION 5. ADVANCES FOR EXPENSES. Expenses, including attorneys’ fees, incurred in defending any action, suit, or proceeding referred to in Sections 1 or 2 of this Article VII may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, agent, or volunteer to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article VII.

SECTION 6. ARTICLE VII NOT EXCLUSIVE. The indemnification provided by this Article VII (a) shall not be deemed exclusive of any other rights to which one seeking indemnification may be entitled under the Articles or the Code of Regulations or any agreement, vote of the sole member or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, (b) shall continue as to a person who has ceased to be a Director, officer, employee, agent, or volunteer, and (c) shall inure to the benefit of the heirs, executors, and administrators of such a person. The provisions of this Article VII shall be binding upon the successors and assigns of the Corporation by reorganization, merger, consolidation, or otherwise.

SECTION 7. INSURANCE. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, agent, or volunteer of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee, agent, or volunteer of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under this Article VII.

SECTION 8. LIMIT ON INDEMNIFICATION. Notwithstanding anything in the Articles of Incorporation or this Code of Regulations to the contrary, the Corporation shall not be required to indemnify the Directors or officers of the Corporation except to the extent mandated by state law or to the extent that such indemnification is limited to liability insurance coverage maintained by the Corporation.

ARTICLE VIII

AMENDMENTS TO THE REGULATION OF THE CORPORATION

SECTION 1. AMENDMENTS. Except as otherwise required by law or otherwise limited by the Articles of Incorporation of the Corporation, this Code of Regulations may be amended by the sole member at any time in an action in writing or at any meeting.

Effective April 1, 2016
COMMITMENT FOR TITLE INSURANCE (Form T-7)

Issued by
TITLE RESOURCES GUARANTY COMPANY

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

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

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

[Signature]

Title Resources Guaranty Company

By: [Signature]
Executive Vice President

[Signature]
Secretary

Form T-7: Commitment for Title Insurance
Effective 1/03/2014
COMMITMENT FOR TITLE INSURANCE  T-7

ISSUED BY

TITLE RESOURCES GUARANTY COMPANY

SCHEDULE A

Effective Date: January 31, 2019, 8:00 am  

Commitment No. 1829249.1-COM, issued February 5, 2019

1. The policy or policies to be issued are:

   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)  
      (Not applicable for improved one-to-four family residential real estate)  
      Policy Amount: $To Be Determined  
      PROPOSED INSURED: Trinity Place Senior Housing Limited Partnership, a Texas limited partnership***  
      ***See Schedule C for requirements

   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: $To Be Determined  
      PROPOSED INSURED: To Be Determined, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions  
      Proposed Borrower: Trinity Place Senior Housing Limited Partnership, a Texas limited partnership

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
      Policy Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
      Binder Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  

   f. OTHER  
      Policy Amount:  
      PROPOSED INSURED:  

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

3. Record title to the land on the Effective Date appears to be vested in:  
   Trinity Place, Inc., a Texas non-profit corporation

FORM T-7: Commitment for Title Insurance
4. Legal description of land:

Being that certain tract of land stated to contain **6.83 acres, more or less**, out of the WILEY HARRIS SURVEY NO. 124, ABSTRACT NO. 298, in Williamson County, Texas, being the same property described in Warranty Deed dated October 6, 1983 recorded in Volume 947, Page 702, Deed Records of Williamson County, Texas, executed by Nancy N. Barker and John F. Barker to Trinity Place, Inc., reference to which is hereby made for all purposes, including the incorporation herein of said description by reference.

*The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.*
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):

   Document No. 2007025900, Official Public Records, Williamson County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin.

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

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

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

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

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

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

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

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

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):

.1 Easement:
   Recorded: Volume 737, Page 843, Deed Records, Williamson County, Texas.
   To: City of Round Rock
   Purpose: sanitary sewer and water line
   Location: Referenced on survey dated August 14, 2018, prepared by Bryon D. Howell, R.P.L.S. No. 6048, Bock and Clark Corporation, and last revised __________, 2019 (the “Survey”) as unable to be determined from the information provided in the record document.

.2 Easement:
   To: City of Round Rock
   Purpose: sanitary sewer or water line
   Location: As shown and located on the Survey.

.3 Intentionally Omitted.

.4 Provisions of the following that do not otherwise constitute a restrictive covenant exception under Schedule B Item 1 hereof:
   Use Agreement:

.5 Intentionally Omitted.

.6 All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, 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.

.7 Rights of residential tenants in possession, as tenants only, under prior unrecorded leases, without any rights of first refusal or options to purchase any portion of the property.

.8 Location of improvement into easement areas of documents in Volume 1360 Page 98 and Volume 1381 Page 795, as shown on the Survey.

.9 Existing overhead utility lines and supporting structures as shown on the Survey.

End of Schedule B.
SCHEDULE C

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

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

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

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

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

5. Intentionally Omitted.

6. Requirement is made that a satisfactory release be provided for the following:
   Deed of Trust:
   Recorded: Document No. 2007025901 and corrected in Document No. 2007027529, Official Public Records, Williamson County, Texas
   Grantor: Trinity Place, Inc.
   Trustee: Wally Tingley
   Beneficiary: Arbor Commercial Mortgage, LLC
   Amount: $1,979,500.00
   Dated: 3/1/2007
   Together with: Assignment of Deed of Trust
   From: Arbor Commercial Mortgage, LLC
   To: Midland Loan Services, Inc.
   Dated: 7/9/2009
   Together with: Regulatory Agreement
   Recorded: Document No. 2007025902 Official Public Records, Williamson County, Texas

See continuation.
7. Requirement is made that a satisfactory release or termination be provided for the following:
   Financing Statement:
   Recorded: Document No. 2007025903, Official Public Records, Williamson County, Texas
   Debtor: Trinity Place, Inc.
   Secured Party: Arbor Commercial Mortgage, LLC
   Together with: UCC Assignment
   Recorded: Document No. 2009052514, Official Public Records, Williamson County, Texas
   From: Arbor Commercial Mortgage, LLC
   To: Midland Loan Services, Inc.
   Together with: UCC Continuation
   Recorded: Document No. 2011069595, Official Public Records, Williamson County, Texas
   Together with: UCC Continuation

8. Requirement is made that satisfactory documentation be provided as to the authority, authorization and capacity of the person(s)/entity(ies) executing documents on behalf of Trinity Place, Inc., a Texas non-profit corporation.

9. Requirement is made that satisfactory documentation be provided as to the authority, authorization and capacity of the person(s)/entity(ies) executing documents on behalf of Trinity Place Senior Housing Limited Partnership, a Texas limited partnership and that said partnership has been duly formed and registered.

10. Requirement is made that the statutory notice to purchaser be provided by the current titleholder to the proposed insured owner related to acquisition of land within Upper Brushy Creek WCID #1A.

11. Company requires current titleholders to execute a satisfactory closing affidavit confirming what encumbrances on the property to be insured are known to the current titleholder as of the date of closing.

12. Company requests that it be furnished with a properly executed waiver of inspection signed by the proposed insured owner; in the event the proposed insured owner declines to execute such waiver, additional exceptions and/or requirements may be made.

13. Notice: Any and all requirements made herein are made for the benefit only of the undersigned and the title insurance underwriter upon which this commitment has been issued. The undersigned and/or its title insurance underwriter may at any time waive any requirement made herein without liability to any party and without prior notice to the proposed insured. Payment of any and all ad valorem taxes which may be due and payable on the subject property.

14. Good Funds in an amount equal to all disbursements must be received and deposited before any funds may be disbursed. Partial disbursements prior to the receipt and deposit of good funds are not permitted. Good Funds means cash, wire transfer, certified checks, cashier’s checks and teller checks. Company reserves the right to require wired transfer of funds in accordance with Procedural Rule P-27 where immediate disbursement is requested.
15. ARBITRATION: The Owner Policy of Title Insurance (Form T-1) and the Loan Policy of Title Insurance (Form T-2) contain an arbitration provision. It allows the insured or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If the insured wants to retain the right to sue the Company in case of a dispute over a claim, the Insured must request deletion of the arbitration provision before the Policy is issued. The Insured may do this by signing the Deletion of Arbitration Provision form and returning it to the Company at or before the closing of the real estate transaction or by writing to the Company. {The Arbitration Provision may not be deleted on the Texas Residential Owner Policy of Title Insurance (Form T-1R).}

16. Requirement is made that a satisfactory assignment of purchaser's interest in the existing purchase/sale ground be provided whereby National Church Residences Investment Corporation, an Ohio non-profit corporation assigns its interest to Trinity Place Senior Housing Limited Partnership, a Texas limited partnership.

Countersigned

Independence Title

By: [Signature]

Authorized Signatory
COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. 1829249.1-COM Effective Date: January 31, 2019, 8:00 am

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

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

   Title Resources Guaranty Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% or more of said corporation, directors, and officers are listed below:

   **Shareholders:**
   Title Resources Incorporated, which is owned 100% by Title Resource Group LLC.

   **Directors:**
   Donald J. Casey; Michael P. Gozdan; Anthony E. Hull; J. Scott McCall; Thomas N. Rispoli; Donald W. Evans, Jr.; Marilyn J. Wasser

   **Officers:**
   J. Scott McCall-President/CEO, E. Paul McNutt, Jr-EVP, Jason Bragg-SVP; Michael P. Gozdan- Secretary, Anthony E. Hull-Treasurer

2. (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: Title Resource Group, 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: Realogy Services Group, LLC**

   (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.

   **Directors:** Donald J. Casey, Donald W. Evans, Jr., Thomas N. Rispoli, Marilyn J. Wasser, J. Scott McCall

   **Officers:** Donald W. Evans, Jr., President; Anthony E. Hull, Treasurer, Executive Vice President; Michael P. Gozdan, Secretary, Senior Vice President, General Counsel; Brian Alan Pitman, Senior Vice President; Michael Jay Southworth, Senior Vice President, Walter P. Mullen, Senior Vice President

   (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.

   (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

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

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
</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."
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 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
INDEPENDENCE TITLE COMPANY

PRIVACY NOTICE

You have chosen to do business with Independence Title Company and we are obligated to honor the relationship with great care, beginning with the confidential information that may come into our possession during the course of your transaction with us. We believe that your privacy should not be compromised and are committed to maintaining the confidentiality of that information.

You can be assured that we are respecting your privacy and safeguarding your "nonpublic personal information". Nonpublic personal information is information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from Public sources, such as telephone directories or government records.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transaction with us
- Information about your transactions with nonaffiliated third parties
- Information we receive from a consumer-reporting agency

We respect the privacy of our customers, and we will not disclose nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need that information to provide products or services to you.

We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

We will not disclose nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as permitted by law.

Independence Title Company recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have any questions about this Privacy Policy or have any questions about the privacy of their customer information should call Independence Title Company at (512) 454-4500.
TEXAS TITLE INSURANCE INFORMATION

Title Insurance Insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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 the Policy nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

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

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

1. 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.

2. 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.

3. 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 1-800-628-8018 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:

1. 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.

2. 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.
1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact your Title Resources Guaranty Company at 1-800-526-8018.

3 You may call Title Resources Guaranty Company is toll-free telephone number for information or to make a complaint at:

1-800-526-8018

4 You may also write to
Title Resources Guaranty Company at:
8111 LBJ Freeway, Suite 1200
Dallas, TX, 75231

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.
OPTION TO PURCHASE

THIS OPTION TO PURCHASE (this “Option”) is made and entered into as of this 12th day of April, 2019, by and between NATIONAL CHURCH RESIDENCES OF ROUND ROCK, TX, a Texas non-profit corporation (the “Seller”), and NATIONAL CHURCH RESIDENCES, an Ohio not-for-profit corporation (“Buyer”).

WITNESSETH:

Whereas, Seller desires to grant to Buyer an option to purchase those certain tracts or parcels of land lying and being in Williamson County and State of Texas, as described on Exhibit A attached hereto and made a part hereof, commonly known as Trinity Place, being located at 1203 Cushing Drive, Round Rock, Texas 78664, as improved by sixty-eight (68) units of rental housing for seniors (the “Site”);

Now, therefore, in consideration of the mutual covenants by Seller and Buyer and for the sum of Ten Dollars ($10.00) (the “Option Price”), the delivery and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Purpose of Option: This Option is entered into to enable the Buyer or its affiliate to have the right to acquire the Site and to own, operate and renovate the same through low income housing tax credit financing and other appropriate financing (“Proposed Redevelopment”).

2. Option: Through this Option, Seller hereby grants and conveys to Buyer the exclusive and irrevocable right to purchase of the Site by payment of the Purchase Price (defined below), subject to the terms and conditions contained below and such other terms and conditions as Seller and Buyer shall agree to in writing. Buyer may exercise the Option at any time on or before June 30, 2020, by notifying Seller in writing, unless the Option is otherwise terminated pursuant to the last paragraph of this Section 2.

Exercise of the Option shall be at Buyer’s sole discretion, and shall be subject to Buyer securing an acceptable appraisal, acceptable market study and acceptable financing for the Proposed Redevelopment including, but not limited to, approval by the Texas Department of Housing and Community Affairs of Buyer’s housing tax credit application. If Buyer is unable to secure an acceptable appraisal, acceptable market study or financing for the Proposed Redevelopment on terms satisfactory to Buyer, Buyer may void this Option by notice to Seller, and the Option Price will be retained by Seller.

3. Terms and Conditions of Sale: Seller and Buyer shall negotiate in good faith to finalize the terms and conditions of a purchase agreement (“PSA”) and make best efforts to finalize the form of such agreement within one hundred twenty (120) days of the announcement of the Texas Department of Housing and Community Affairs’ tax credit awards for the 2019 tax credit cycle.

Certain other material terms of the PSA shall be as follows:
a. Buyer shall be transferred fee simple title to the Site via a special warranty deed. Title to the Site shall be insurable, and free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements (except those assigned to Buyer as set forth below) or other matters unduly burdening the development of the Site, other than those matters approved by Buyer in writing.

b. Buyer shall be assigned all leases and rents of tenants of the Site. All rent shall be prorated as of the date of the Closing. All tenant security or related deposits shall be transferred to Buyer without any additional consideration.

c. Buyer shall be transferred all right, title and interest to personal property owned by Seller and associated with the ownership and operation of the Site via a bill of sale.

d. Seller shall transfer all residual receipts and replacement reserves to Buyer.

e. Buyer’s obligation to purchase the Site shall be subject to the Site complying with all applicable laws.

f. Neither Seller nor Buyer will have the right to transfer or assign its rights under the PSA, except with the written consent of the other and except that the Buyer may assign its rights under the PSA to an affiliate of the Buyer (so long as Buyer directly or indirectly controls such entity).

4. **Purchase Price:** Subject to adjustment and proration, the purchase price shall be an amount equal to the sum of Four Million Four Hundred Thirteen Thousand Dollars ($4,413,000), plus the value of the property reserves at closing.

5. **Time of Essence:** TIME IS OF THE ESSENCE OF THIS OPTION.

6. **Notices:** Any and all notices, elections, demands or communications permitted or required to be made under this Option shall be in writing, signed by the party giving such notice, and shall be delivered in person, sent by Federal Express or other national overnight delivery service, or sent by registered or certified mail to the other party hereto. The date of delivery or the date of such mailing, as the case may be, shall be the date that such notice or election shall be deemed to have been given. For the purpose of this Option:
The address of Seller is: National Church Residences of Round Rock, TX
2335 North Bank Dr
Columbus, Ohio 43220

The address of Buyer is: National Church Residences
2335 North Bank Dr
Columbus, Ohio 43220
Attn: Senior Vice President – Affordable Housing Development

7. **Choice of Law:** This Option shall be governed by and construed in accordance with the laws of the state of Texas.

8. **Successors and Assigns:** The covenants and conditions herein contained, subject to the provisions as to assignment contained in this Option, inure to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. This Option may be assigned to an affiliate of Buyer directly or indirectly controlled by Buyer without the prior consent of the Seller.

9. **Counterparts; Amendments:** This Option may be executed in multiple original counterparts, each of which shall constitute an original document binding upon the party or parties signing the same. It shall not be necessary that all parties sign all counterparts and this Option shall be binding if each party shall have executed at least one counterpart. This Option may only be amended by a written instrument executed by both parties.

10. **Seller Representations:** Seller hereby represents and warrants to Buyer that Seller has the right, power and authority to enter into this Option, and that Seller has granted no option to any other person to purchase the Site.

11. **Seller Default:** If Seller defaults under this Option, Buyer shall be entitled to pursue all remedies available to it at law or equity, including specific performance.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal the day and year first above written.

SELLER:

National Church Residences of Round Rock, TX

By: Matthew D. Rule
Vice President

BUYER:

National Church Residences

By: Matthew D. Rule
Senior Vice President
FIELD NOTES describing a 6.83 acre tract or parcel of land out of the Wiley Harris Survey No. 124, Abstract No. 298, situated in Williamson County, Texas, being a portion of that certain 30 acres conveyed to Nancy H. Baker and John F. Lanier, Jr., by deed recorded in Volume 539, Page 426 of the Deed Records of said County and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found in the East right-of-way line of Cushing Street, being the Northwest corner of Lot 1, Block A, CUSHING PARK, as shown on a Plat of Record in Volume I, Page 15, of the Plat Records of said County, also being the Southwest corner of said 30 acres, for the Southwest corner and POINT OF BEGINNING of the hereinbefore described 6.83 acres;

THENCE along said East right-of-way line, being a West line of said 30 acres, N00°19'45"E, 265.50 feet to an iron pin found, being the Southwest corner of Lot 3, C, GRESHAMS SUBDIVISION as shown on a Plat of Record in Cabinet B, Slides 70-71, of said Plat Records conveyed to Concepcion and Jonie Castillo by deed recorded in Volume 596, Page 153, of said Deed Records, for an ell corner hereof;

THENCE along the South line of said Lot 3, N89°56'10"E, 199.96 feet to an iron pin found, being the Southeast corner of said Lot 3, for an ell corner hereof;

THENCE along the East line of said C, GRESHAMS SUBDIVISION, N00°08'40"W, 366.73 feet to an iron pin found, being the Northeast corner of Lot 1 of said C, GRESHAMS SUBDIVISION conveyed to Gonzalo A. Medrano by Warranty Deed recorded in Volume 538, Page 255, of said Deed Records, for an ell corner hereof;

THENCE along the North line of said Lot 1, S89°52'15"W, 199.94 feet to an iron pin found in said East right-of-way line, being the Northwest corner of said Lot 1, for an ell corner hereof;

THENCE along said East right-of-way line, being a West line of said 30 acres, for a West line hereof, N00°11'10"W, 217.35 feet to an iron pin found, being the Southwest corner of that tract of land conveyed to Round Rock Independent School District by deed recorded in Volume 502, Page 491, of said Deed Records and the Northwest corner of said 30 acres, for the Northwest corner hereof;

THENCE along the South line of said Round Rock Independent School District tract, being the North line of said 30 acres, for the North line hereof, N89°56'10"E, 496.00 feet to an iron pin set, being the Northeast corner hereof;

THENCE along the East line hereof, S00°08'50"E, 654.38 feet to an iron pin set, being the Southeast corner hereof;

THENCE along the South line hereof, the following three (3) courses:
1) S72°34'W, 121.80 feet to an iron pin found, being the Northeast corner of Lot 4, Block A, of said CUSHING PARK, for an angle point hereof;
2) S78°09'45"W, 101.27 feet to an iron pin found, being the common rear corner of Lot 3, Block A, of said CUSHING PARK, and said Lot 4, for an angle point hereof;
3) S72°21'50"W, 298.49 feet to the POINT OF BEGINNING of the herein described tract of land containing 6.83 acres of land more or less.
**Multiple Site Information Form**

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.). **Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>1</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Name for Seller**

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

**Contract Name for Previous Seller**

**Name of Seller Entity**

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

**Name of Previous Seller Entity**

**Seller Address**

City, State, Zip

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

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

**If yes above, describe relationship:**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>2</th>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Name for Seller**

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

**Contract Name for Previous Seller**

**Name of Seller Entity**

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

**Name of Previous Seller Entity**

**Seller Address**

City, State, Zip

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

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

**If yes above, describe relationship:**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
</table>

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

<p>| | | |</p>
<table>
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<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
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<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:

1/28/2019
**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.

**US Representative**

**State Senator**

**Support Letter**

**City Mayor**

**School Superintendent**

**Presiding officer of Board of Trustees**

**Judge Bill Gravell Jr.**

**County Judge**

<table>
<thead>
<tr>
<th>Name</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles &quot;Chad&quot; Chadwell</td>
<td><a href="mailto:Charles_chadwell@roundrockisd.org">Charles_chadwell@roundrockisd.org</a></td>
<td></td>
</tr>
<tr>
<td>County Commissioner</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

- No Pre-Application was submitted.

- 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.

- Elected officials were identified in the Pre-Application, and there have been no changes.

Address

<table>
<thead>
<tr>
<th>Round Rock,</th>
<th>78681</th>
</tr>
</thead>
</table>

Email

| charles_chadwell@roundrockisd.org |

**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.

No Pre-Application was submitted.

Identify all Neighborhood Organizations on record with the county or Texas Secretary of State as of the beginning of the Application Acceptance Period whose boundaries include the Development Site.

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

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</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
<td></td>
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</tbody>
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<td>Zip</td>
<td>Phone</td>
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<tr>
<td>Fax or Email</td>
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<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
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<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1. Notifications made at Pre-Application (Competitive HTC only):

I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

Re-notifications made at Application (Competitive HTC only):

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

Notifications made at Application:

☐ No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.

☒ One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.

☐ As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

☒ I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.

☒ I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.

☒ I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.

☒ I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:

- Superintendent of the school district containing the Development;
- Presiding officer of the board of trustees of the school district containing the Development;
- Mayor of any municipality containing the Development;
- All elected members of the Governing Body of any municipality containing the Development;
- Presiding officer of the Governing Body of the county containing the Development;
- All elected members of the Governing Body of the county containing the Development;
- State senator of the district containing the Development; and
- State representative of the district containing the Development.

☒ While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

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

2/25/2019
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 25th day of February 2019

TAMMY L. SHAFFER
Notary Public, State of Ohio
My Commission Expires 11-15-2019
Development Narrative

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

   - [ ] Acquisition/Rehab
   - [ ] and/or: 
   - [ ] (adaptive reuse select New Construction here and adaptive reuse in next box)

   Previous TDHCA #: NA
   If Acquisition/Rehab or Rehab, original construction year: 1985
   If Reconstruction, Units Demolished: 0
   Units Reconstructed: 0

   NOTE: Definition of "Adaptive Reuse" has changed. Review 10 TAC §11.1(d)(1) to ensure compliance.

2. **The Target Population will be:**

   - [ ] Elderly

   If Elderly is selected (10 TAC §11.1(d)(47)):
   - [x] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
   - [x] 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):
     - [ ] HUD's Old Section 202 Program for the Elderly and Handicapped

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

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**

   - [x] The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
   - [x] The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
   - [ ] The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
   - [x] Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.
   - [x] Development does not violate the Department’s Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

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

   Trinity Place Apartments was built in 1985 under the HUD 202 program and consists of 68 residential units for the elderly. The property includes 23 single story residential buildings and 1 community building. All of the units are covered by a HAP contract allowing Trinity to be home to some of the most economically challenged seniors in the Round Rock community. Due to the age of Trinity, the building is in desperate need of funding for critical repairs and updated accessibility features. LIHTC funding would allow us to redevelop the physical space for on-site services, incorporate improved accessible design features and allow Trinity to remain a viable and respectable option for vulnerable elderly in Round Rock. A wholly owned affiliate National Church Residences, National Church Residences of Round Rock, TX, is purchasing the property from Trinity Place Inc., which is owned by a non-profit, Upbring (previously Lutheran Social Services of the South). National Church Residences of Round Rock, TX is under contract to acquire Trinity Place and closing is expected in May 2019. The sale from Upbring to National Church Residences of Round Rock, TX, is not conditioned upon receipt of a LIHTC award.

   National Church Residences of Round Rock, TX will finance the purchase in part with proceeds from a FHA 223(f) loan from ORIX/Red Capital. National Church Residences of Round Rock, TX, has entered into a purchase option with Trinity Place Senior Housing Limited Partnership. If the LIHTC application is successful, National Church Residences of Round Rock, TX, will then sell the development to Trinity Place Senior Housing LP at the tax credit closing. The tax credit closing is expected to occur in April 2020 for $4,413,000+reserves. The FHA debt will be assumed by Trinity Place Senior Housing Limited Partnership. Per email from Sharon Gamble on October 19, 2018 (see behind tab 17) a change in ownership during application is allowed per Rules.

2/18/2019
5. **Funding Request:**

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

<table>
<thead>
<tr>
<th>Department Funds applying for with this Application</th>
<th>Requested Amount</th>
<th>If funds will be in the form of a Direct Loan by the Department or for Private Activity Bonds, the terms will be:</th>
</tr>
</thead>
<tbody>
<tr>
<td>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>$ 659,669</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

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

Identify any and all set-asides the application will be applying under with an “x”.

Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

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

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

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

Has this site/activity previously received TDHCA funds?  
No

If "Yes" Enter Project Number: __________ and TDHCA funding source: __________

Has this site/activity previously received non-TDHCA federal funding?  
Yes

If yes, source: HUD 202 Direct debt, HUD Project Rental Assistance

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

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

Pursuant to §42(g)(1)(A) - (C), the term “qualified low income housing development” means any project for residential rental property, if the Development meets one of the requirements below, whichever is elected by the taxpayer. Once an election is made, it is irrevocable. Select only one:

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

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

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

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

From: Sharon Gamble <sharon.gamble@tdhca.state.tx.us>
Sent: Friday, October 19, 2018 10:28 AM
To: Tracey Fine
Cc: Marni Holloway
Subject: RE: Questions on a Project for 2019 Round

Tracey:

1. If we submit the pre-app and/or full and the Purchase Option expires in May 2019, does that cause issue as we would be acquiring the asset in the middle of the application cycle? Financial structure, units, proposed rehab, etc would all remain the same. I did not see any rules as to expiration of Options. 
   No, as long as you close or extend the closing date before the contract expires there should be no issue.
2. If at pre-app, the Purchase Option is from a 3rd party seller, then we acquire the property prior to full application 3/1, and the purchase option for the full app is with a Related Party, does this cause issue? The asset and land parcel will not have changed.
   No, as long as the Development Owner has the ability to compel title.
3. If we acquire the property in the middle of the round, is there concern under Title as the title submitted with the application would change if ownership changed in the middle of the cycle.
   There would not be a problem with the title in the Application, but a new title would be required should the application reach a later milestone (e.g. Commitment, Carryover, 10% Test).
4. Do you see any other issues that I am not thinking of?
   At this time I see no other rule-based issues.

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)).

From: Tracey Fine [mailto:TFine@nationalchurchresidences.org]
Sent: Wednesday, October 17, 2018 9:47 AM
To: Marni Holloway; Sharon Gamble
Subject: FW: Questions on a Project for 2019 Round

Marni and Sharon,

I am trying to work some issues on a couple of deals – few questions below. Are either of you available to discuss today? Or is there someone on staff to give me guidance? Thank you!
### 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>68</td>
<td></td>
<td>7</td>
</tr>
</tbody>
</table>

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

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

**A. Unit Sizes**

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

<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).

- 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).

- Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

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

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

4. Development Accessibility

Trinity Place Apartments was built in 1983 and therefore exempt from the visitability requirements in clauses (i)-(iii) of 10 TAC §10.101(b)(8)(B). See original HUD 202 Regulatory agreement from 1983 behind tab 20. Per 2019 MF Rules, “Buildings occupied for residential use on or before March 13, 1991 are exempt from this requirement.”
Development Activities II

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

   - Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; Points claimed: 6
   - OR meets the minimum size requirements below:
     - **Bedroom Size**
       - 0
       - 1
       - 2
       - 3
       - 4
     - **Square Footage**
       - 550
       - 650
       - 850
       - 1,050
       - 1,250
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).

     *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.*

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

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

     *Applications 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. Complete this section!
     - **Total Number of Units at 50% or less of AMGI**
       - 37
     - **Number of 30% Units used to score points under §11.9(c)(2)**
       - 5
     - **Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)**
       - 0
     - **Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)**
       - 32
     - **Percentage used for calculation of eligible points under §11.9(c)(1)**
       - 47.06%
     - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or Points: 16
     - 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).
     - The Average Income for the proposed Development will be 57% 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).
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 Supportive Housing Development.**

Points Claimed: **10**

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

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

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

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

**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**

**D** 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)

Application is seeking points for Tenant Populations.  

<table>
<thead>
<tr>
<th>Points Claimed</th>
<th>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>x 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>x 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>2</td>
</tr>
<tr>
<td>x Application requests points for Historic Preservation.</td>
<td></td>
</tr>
<tr>
<td>x 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>x 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>x Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td>x 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>x Application is eligible for five (5) points.</td>
<td></td>
</tr>
<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td>x Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td></td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
</tr>
<tr>
<td>x Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.</td>
<td></td>
</tr>
</tbody>
</table>

2/15/2019
811 Program- Additional Information

National Church Residences and affiliates do not have an existing property in Texas that is approved for the 811 program. All other TDHCA properties in our portfolio have either received a denial notice or have a 100% rental subsidy and do not qualify for 811. Please see following pages showing an email from Spencer Duran confirming this information and denial letters.

Trinity is covered by a 100% project based rental contract.
<table>
<thead>
<tr>
<th>TDHCA #</th>
<th>Name</th>
<th>City</th>
<th>811 Ineligible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1088</td>
<td>Eden Place</td>
<td>Seguin</td>
<td>62+</td>
</tr>
<tr>
<td>98049</td>
<td>Nueces Bend at Two Rivers</td>
<td>San Antonio</td>
<td>62+</td>
</tr>
<tr>
<td>11224</td>
<td>Magnolia Acres</td>
<td>Angelton</td>
<td>100% PBRA</td>
</tr>
<tr>
<td>11251</td>
<td>Blessing Court (Bluebonnet/Primrose)</td>
<td>Bedford</td>
<td>100% PBRA</td>
</tr>
<tr>
<td>12314</td>
<td>Parkview Place</td>
<td>Huntsville</td>
<td>100% PBRA</td>
</tr>
<tr>
<td>13212</td>
<td>Prairie Village</td>
<td>El Campo</td>
<td>100% PBRA</td>
</tr>
<tr>
<td>02011</td>
<td>Live Oak Village</td>
<td>Aransas Pass</td>
<td>62+</td>
</tr>
<tr>
<td>16124</td>
<td>Balcones Haus</td>
<td>New Braunfels</td>
<td>100% PBRA</td>
</tr>
<tr>
<td>17091</td>
<td>Plateau Ridge</td>
<td>Cleburne</td>
<td>100% PBRA</td>
</tr>
<tr>
<td>18111</td>
<td>Sandstone Foothills</td>
<td>Mineral Wells</td>
<td>100% PBRA</td>
</tr>
</tbody>
</table>
November 19, 2018

Tracey Fine
Senior Project Leader
773-860-5747
tfine@nationalchurchresidences.org

RE: Initial List of Eligible Existing Developments - Section 811 PRA Program

Dear Tracey Fine:

The Texas Department of Housing and Community Affairs (“the Department”) is in receipt of your correspondence relating to the Initial List of Eligible Existing Developments for Participation in the Section 811 Project Rental Assistance (“PRA”) Program (“List”). You indicated that you believe the following properties should not be included on the List:

1. Plateau Ridge #5305, CMTS: 17091, 701 McAnear, Cleburne
2. Balcones Haus #5218, CMTS: 16124, 246 Loma Vista, New Braunfels
3. Bluebonnet Villa / Primrose Park #4809, CMTS: 11251, 3100 Blessing Court, Bedford
4. Magnolia Acres #4805, CMTS: 11224, 108 Deborah Dr, Angleton

Upon review of your submission, we agree that all of these properties do not meet the qualifications to participate in the Section 811 PRA Program because they have 100% rental assistance. We will remove the properties from the list that is released on December 14, 2018.

Thank you for your communication and in helping make the list as accurate as possible. If you have any questions, please contact me at (512) 475-1784, or email: spencer.duran@tdhca.state.tx.us.

Sincerely,

Spencer Duran
Section 811 Manager
Tracey, 

After further review of the LURA and after meeting with Legal, we determined that Nueces Bend is not eligible due to the Elderly Project language.

You do not need to submit a Participation Agreement for Nueces Bend.

Attached is an Existing Development rejection letter.

You do not need a new Commitment Notice because of this change. Nueces Bend will not be participating in Section 811, but this does not have an impact on the Commitment Notice. All of the Commitment Notices have the exact same language under K no matter whether or not they have 811. If you will not be participating in 811, then you will disregard K. If you need a new Compliance and Verification form, you need to request a change from Jason Burr (jason.burr@mail.tdhca.state.tx.us), just like you would with any other inconsistency.

Because the remainder of the portfolio does not contain other eligible Existing Developments, there is not any remaining Section 811 obligation associated with your 2017 award.

Thank you,

Spencer 

From: Tracey Fine [mailto:TFine@nationalchurchresidences.org]
Sent: Wednesday, October 11, 2017 8:42 AM
To: Spencer Duran
Cc: Ronald Lee
Subject: RE: Nueces Bend

Spencer, following up on the below. Is Nueces still considered eligible for 811?

Tracey Fine
Senior Project Leader
National Church Residences
Office Location: Austin, Texas
Cell: 773.860.5747
tfine@nationalchurchresidences.org
www.nationalchurchresidences.org
February 2, 2017

Tracey Fine
National Church Residences
18838 Stone Oak Blvd
San Antonio,

RE: **SECTION 811 PRA PROGRAM – EXISTING DEVELOPMENT DENIAL**

Dear Ms. Fine:

Your Existing Development has been denied to participate in the Section 811 Project Rental Assistance program.

<table>
<thead>
<tr>
<th>Existing Development Name:</th>
<th>Eden Place</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Address:</td>
<td>1220 Jefferson Ave</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Seguin, Texas 78155</td>
</tr>
</tbody>
</table>

The Development has a deed restriction or use agreement in place limiting 100% of the units to households at least 62 years of age.

Questions about your Denial can be directed to Spencer Duran at (512) 475-1784.

Sincerely,

Spencer Duran
Section 811 Manager
February 2, 2017

Tracey Fine
National Church Residences
18838 Stone Oak Blvd
San Antonio,

RE: SECTION 811 PRA PROGRAM – EXISTING DEVELOPMENT DENIAL

Dear Ms. Fine:

Your Existing Development has been denied to participate in the Section 811 Project Rental Assistance program.

<table>
<thead>
<tr>
<th>Existing Development Name:</th>
<th>Live Oaks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Address:</td>
<td>2101 West Wheeler Ave</td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>Aransas Pass, Texas 78336</td>
</tr>
</tbody>
</table>

The Development has a deed restriction or use agreement in place limiting 100% of the units to households at least 62 years of age.

Questions about your Denial can be directed to Spencer Duran at (512) 475-1784.

Sincerely,

Spencer Duran
Section 811 Manager
October 11, 2017

Tracey Fine  
National Church Residences  
18838 Stone Oak Blvd, San Antonio, Texas 78258  

RE: SECTION 811 PRA PROGRAM – EXISTING DEVELOPMENT REJECTION  

Dear Ms. Fine:  

Your Existing Development approved on February 3, 2017 is not eligible to participate in the Section 811 PRA Program.  

Please disregard the Approval Letter sent on February 3, 2017.  

The Development has the following restriction on the LURA that precludes Section 811 PRA Program participation:  

QUALIFIED ELDERLY DEVELOPMENTS¹  

☐ 1998 & 1999 Elderly Projects  
Throughout the Compliance Period, unless otherwise permitted by the Department, this project must conform to the Federal Fair Housing Act and must be a project which:  

(i) is intended for, and solely occupied by Persons 62 years of age or older; or  
(ii) in which all Units (excluding those occupied by an employee or owner) are constructed for, and occupied by at least one Person who is 60 years of age or older; and  
(iii) which adheres to policies and procedures which demonstrate a firm commitment by the owner and manager to provide housing for Persons 60 years of age or older.  

Existing Development Name: Nueces Bend  
Development Address: 3503 Camino Real  
City, State, Zip: San Antonio, Texas 78238  

Sincerely,  

Spencer Duran  
Section 811 Manager  

² 1998 & 1999 Elderly Projects:  
Throughout the Compliance Period, unless otherwise permitted by the Department, this project must conform to the Federal Fair Housing Act and must be a project which:  

(i) is intended for, and solely occupied by Persons 62 years of age or older; or  
(ii) in which all Units (excluding those occupied by an employee or owner) are constructed for, and occupied by at least one Person who is 60 years of age or older; and  
(iii) which adheres to policies and procedures which demonstrate a firm commitment by the owner and manager to provide housing for Persons 60 years of age or older.
• The property is not acquired by one component member of a controlled group from another component member of the same controlled group, and
• The basis of the property in the hands of the person acquiring it is not determined (1) in whole or in part by reference to the adjusted basis of such property in the hands of the person from whom acquired, or (2) under IRC §1014(a) (relating to property acquired from a decedent).

For buildings acquired before July 31, 2008, IRC §179(d) is applied by substituting "10 percent" for "50 percent" in IRC §§179(d) (7), 267(b), and 707(b).

**Requirement 2: Last Placed in Service**

For buildings placed in service before July 31, 2008, there is a period of at least 10 years between the date of its acquisition by the taxpayer and the later of (1) the date the building was last placed in service, or (2) the date of the most recent nonqualified substantial improvement of the building.

A "substantial" improvement is an improvement added to the capital account of a building during any 24-month period, but only if the sum of the amounts added to the account during this period equals or exceeds 25% of the adjusted basis of the building (determined without regard to IRC §1016(a) (2) and (3)) as of the first day of such period. The date of a substantial improvement is the last day of the 24-month period.

A "nonqualified substantial improvement" is any substantial improvement if IRC §167(k), as in effect on November 4, 1990, the day before the date of enactment of the Revenue Reconciliation Act of 1990, was elected for the improvement or IRC §168, as in effect on October 22, 1986, the day before the enactment of the Tax Reform Act of 1986, applied to such improvement.

Consideration of the building's most recent nonqualified substantial improvement was removed when IRC §42(d) (2) (B) was amended as part of the Housing Assistance Act of 2008. As a result, for buildings placed in service after July 30, 2008, the determination is limited to whether there is a period of at least 10 years between the date of its acquisition by the taxpayer and the date the building was last placed in service.

When determining when a building was last placed in service for purposes of the 10- year requirement, certain placed in service events taking place within the 10-year period are ignored. These include a placement in service:

• in connection with the acquisition of a building in a transaction in which the basis of the building in the hands of the person acquiring it is determined in whole or in part by reference to the adjusted basis of such building in the hands of the person from whom acquired;
• of a building by a person whose basis in the building is determined under IRC §1014(a) (relating to property acquired from a decedent);
• of a building by any governmental unit or qualified nonprofit organization (as defined in IRC §42(h)(5)) if the requirements of IRC §42(d)(2)(B)(ii) are met with respect to the
placement in service by such unit or organization and all the income from such property is exempt from Federal income taxation;

- of a building by any person who acquired the building by foreclosure (or by instrument in lieu of foreclosure) of any purchase-money security interest held by such person if the requirements of IRC §42(d)(2)(B)(ii) are met with respect to the placement in service by such person and such building is resold within 12 months after the date such building is placed in service by such person after such foreclosure; or

- of a single-family residence by any individual who owned and used such residence for no other purpose than as the individual's principal residence.

In addition to the rules described above, IRC §42(d) (6) provides a special exception that makes the 10-year requirement under IRC §42(d) (2) (B) (ii) applicable. Qualifying buildings include:

- Any "federally-assisted building" or "state-assisted building" placed in service after July 30, 2008. A federally-assisted building is any building substantially assisted, financed, or operated under section 8 of the United States Housing Act of 1937, section 221(d) (3), 221(d) (4), or 236 of the National Housing Act, section 515 of the Housing Act of 1949, or any other housing program administered by the Department of Housing and Urban Development or by the Rural Housing Service of the Department of Agriculture. A state-assisted building is any building substantially assisted, financed, or operated under any state law similar in purposes to any of the laws referred to above for federally-assisted buildings.

- Buildings acquired from insured depository institutions in default. On application by the taxpayer, the IRS may waive the requirement for any building acquired from an insured depository institution in default, as defined in section 3 of the Federal Deposit Insurance Act [12 USCS §1813], or from a receiver or conservator of such an institution.

**Requirement 3: Previously Placed in Service by the Taxpayer**

The building was not previously placed in service by the taxpayer or by any person who was a related person with respect to the taxpayer as of the time previously placed in service. A person (the "related person" for purposes of this sentence) is related to any person if the related person bears a relationship to such person specified in IRC §§ 267(b) or 707(b) (1), or the related person and such person are engaged in trades or businesses under common control (within the meaning of IRC §52(a) and (b)). See IRC §42(d) (2) (D) (ii). For buildings placed in service on or before July 30, 2008, "10%" is substituted for "50%" when applying IRC §§ 267(b) or 707(b) (1).

**Requirement 4: Substantial Rehabilitation**

IRC §42 credit is allowable under IRC §42(e) for costs associated with the substantial rehabilitation of a building; i.e., the taxpayer acquired and substantially rehabilitated an existing building. Substantial rehabilitations are discussed in the next section.

**Audit Issue: Artificially Inflated Purchase Price**
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

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

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

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

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

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

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

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

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

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

   **EITHER**

2/14/2019
PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

☐ Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.

☐ Development qualifies under §2306.6702(a)(5)(B); AND

☐ No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND

☐ Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

☐ A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND

☐ If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities¹

Part A.

The existing Property is expected to have or continue the following benefit:

100% of the 68 units receive Project Based Rental Assistance. Households pay 30% of their adjusted income towards rent and the subsidy pays the remaining portion of the contract.

☐ A copy of the contract or agreement securing the funds identified above is provided behind this form.

The source of funds is: [HUD]

The annual amount of funds is: [potential $736,236]

The number of units receiving assistance: [68]

The term of the contract or agreement is (date): [4/1/2018-4/1/2015] 20 yrs.

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s): [Built in 1985]

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis?

Yes

Was the building occupied at any time during the last ten years?

Yes

Was the building occupied or suitable for occupancy at the time of purchase?

Yes

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

Yes

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

Yes

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?

all bdgs

2/14/2019
Are all the buildings currently under control by the Development Owner? Yes

If “No”, how many buildings are under control by the Development Owner? 0

When will the remaining buildings be under control? NA

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>1203 Cushing Dr (all bldgs in Parcel)</td>
<td>Purchase Contract</td>
<td>*</td>
<td>68</td>
<td>3,730,000</td>
</tr>
<tr>
<td>*N/A- closing appx 30 days after HUD approval</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  
   - Related Party
   - Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:  
   - Determined with reference to Seller’s Basis
   - Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent</th>
<th>Proposed Acquisition date by Anticipate from N^^ to LIHTC entity to be:</th>
<th>Years Between PIS &amp; Acquisition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1203 Cushing Dr (all bldgs in Parcel)</td>
<td>1/1/19685</td>
<td>5/1/2019</td>
<td>34</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5/1/2019</td>
<td>4/1/2020</td>
</tr>
</tbody>
</table>

N^^ = National Church Residences

3. Lead Based Paint (Section 811 PRA and Direct Loan Applications Only)

Development constructed before January 1, 1978  No

If yes, check each of the following that applies [24 CFR 35.115]:

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.
- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.
- Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.
- An inspection performed according to HUD standards found the property contained no lead-based paint.
- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.
- The rehabilitation will not disturb any painted surface.
- The property has no bedrooms.
- The property is currently vacant and will remain vacant until demolition.

2/14/2019
REGULATORY AGREEMENT
HOUSING FOR THE ELDERLY - NONPROFIT
(Section 202 of the Housing Act of 1959)
(Section 8 Housing Assistance Payments Contracts)

Project Number 115-EH081-L8-HAI/TXS9-T821-012
Amount of Mortgage Note $2,153,800.00

Mortgage Recorded: State Texas County Williamson
date February 15, 1984
date February 16, 1984

This Agreement entered into this 15th day of February, 1984, between

TRINITY PLACE

whose address is 605 West 45th Street, Austin, Texas 78751
hereinafter called Mortgagor, and the undersigned Secretary of Housing and Urban Development hereinafter called HUD,

In consideration of the making of the loan by HUD and the disbursement of any part thereof, and in order so comply with the requirements of the Housing Act of 1959, and the Regulations adopted by the Secretary pursuant thereto, the Mortgagor agrees for itself, its successors and assigns, and any owner of the mortgaged property, that in connection with the mortgaged property and the project operated thereon and so long as the loan is outstanding:

1. Mortgagor shall promptly make all payments due under the Note and Mortgage.

2. (a) Mortgagor will establish and maintain a special fund to be known as the revenue fund account in a bank which is a member of the Federal Deposit Insurance Corporation into which will be deposited (i) the minimum capital investment required pursuant to the Regulations and (ii) all rentals, charges, income and revenue arising from the operation or ownership of the project. Expenditures shall be made from the revenue fund account only in accordance with the operating budget submitted to and approved by HUD.

3. On or before the first day of each fiscal year during which the loan is outstanding Mortgagor will submit an operating budget for that fiscal year to HUD. The budget shall include all necessary operating expenses, current maintenance charges, expenses of reasonable upkeeps and repairs, taxes and special assessment levies, and amounts required for insurance and all other expenses incident to the operation of the project; and shall show the expected revenues to pay such expenses, including annual debt service requirements and reserve fund deposits. The expenses incurred and disbursements shall not exceed the reasonable and necessary amount thereof, and the Mortgagor will not expend any amounts or incur any obligations in excess of the amounts approved in the annual operating budget except upon written certification by the Mortgagor to HUD that such expenses were unanticipated and are necessary and provided further, that nothing in this section shall limit the amount which the Mortgagor may expend from funds obtained from other source than project revenues or other funds required of the Mortgagor pursuant to this Agreement or the Building Loan Agreement.

4. As security for the loan, for the required payments under this Agreement into the reserve fund for replacements, and for all other obligations of the Mortgagor under this Agreement, the Mortgagor hereby assigns, pledges, and mortgagess to HUD all its rights to the income and charges of whatever sort which it may receive or be entitled to receive from the operation of the mortgaged property, subject, however, to any assignment of rents or project income in the mortgage referred to herein. Until a default occurs under this Agreement, however, permission is granted to Mortgagor to collect and retain under the provisions of this Agreement such rents, profits, income and charges, but upon default, this permission is terminated, as to all rents, profits, income and charges due or collected thereafter.

5. Mortgagor will establish and maintain a reserve fund for replacements by the allocation to such reserve fund in a separate account in a bank which is insured by the Federal Deposit Insurance Corporation, concurrently with the beginning of payments towards amortization of the principal of the mortgage held by HUD of an amount equal to $158.34 per month unless a different date or amount is approved in writing by HUD. Such fund, whether in the form of a cash deposit or invested in obligations of, or fully guaranteed as to principal by the United States of America shall at all times be subject to the control of HUD. Disbursements from such fund, whether for the purpose of effecting replacement of structural elements, and mechanical equipment of the project or for any other purpose, may be made only after the consent in writing of HUD. In the event of a default in the terms of the mortgage, HUD may demand the full or partial application of the balance in such fund to the amount due on the mortgage debt. The Mortgagor additionally shall deposit into the reserve fund for replacements within 60 days after the end of each fiscal year, any Residual Receipts realized from the operation of the mortgaged property.

6. The real property covered by the mortgage and this agreement is described in Schedule A attached hereto.
(7) Mortgagor shall not without the written approval of the Secretary:
(a) Transfer, dispose of or encumber any of the mortgaged property. Any such transfer shall be only to a person or persons or corporation satisfactory to and approved by HUD, who shall, by legal and valid instrument in writing, to be recorded or filed in the name recording office in which conveyances of the property covered by the mortgage are required to be filed or recorded, duly assume all obligations under this agreement and under the Note and Mortgage;
(b) Assign, transfer, dispose of, or encumber any personal property, including rents or charges, and shall not disburse or pay out any funds except as provided herein and in the Building Loan Agreement;
(c) Remodel, reconstruct, add to, or demolish any part of the mortgaged property or subtract from any real or personal property of the project;
(d) Pay any compensation or make any distribution of income or other assets to any of its officers, directors or stockholders;
(e) Enter into any contract or contracts for supervisory or managerial services;
(f) Require, as a condition of occupancy or leasing of any unit in the project, any consideration or deposit other than the prepayment of the first month's rent (the gross family contribution in Section 8 units) plus a security deposit in an amount not in excess of one month's rent to guarantee the performance of the covenants of the lease. Any fund collected as security deposits shall be kept separate and apart from all other funds of the project in a trust account the amount of which shall at all times equal or exceed the aggregate of all outstanding obligations under said account;
(g) Permit the use of the dwelling accommodations of the project for any purpose except the use which was originally intended, or permit commercial use greater than that originally approved by HUD;
(h) Amend its articles of incorporation or by-laws other than as permitted under the terms of the articles of incorporation approved by HUD.

(8) Mortgagor shall maintain the mortgaged premises, accommodations and the grounds and equipment appurtenant thereto, in good and substantial repair and condition: PROVIDED THAT, in the event all or any of the buildings covered by the mortgage shall be destroyed or damaged by fire or other casualty, the money derived from any insurance on the property shall be applied in accordance with the terms of the mortgage.

(9) Mortgagor shall not file any petition in bankruptcy, or for a receiver, or in insolvency, or for reorganization or composition, or make any assignment for the benefit of creditors or to a trustee for creditors; or permit an adjudication in bankruptcy, the taking possession of the mortgaged property or any part thereof by a receiver, or the seizure and sale of the mortgaged property or any part thereof under judicial process or pursuant to any power of sale and fail to have such adverse actions set aside within 45 days.

(10) Mortgagor shall from funds other than project income immediately satisfy or release any mechanic's lien, attachment, judgment lien, or any other lien which attaches to the mortgaged property or any personal property used in the operation of the project, and shall dismiss or have dismissed or vacated any receivership, or petition in bankruptcy or assignment for benefit of creditors, creditors bill or insolvency proceeding involving the project or the mortgaged property.

(11) (a) If the Mortgagor has any business or activity other than the project and operation of the mortgaged property, it shall maintain all income and other funds of the project segregated from any other funds of the mortgagor and segregated from any funds of any other corporation or person. Income and other funds of the project shall be expended only for the purposes of the project.
(b) Mortgagor shall contract for independent professional management of the project in a manner satisfactory to HUD. Any management contract entered into by the mortgagor involving the project shall contain a provision that it shall be subject to termination, without penalty and with or without cause, upon written request by HUD addressed to the Mortgagor and the management agent. Upon receipt of such request the Mortgagor shall immediately move to terminate the contract within a period of not more than 60 days and shall make arrangements satisfactory to HUD for continuing proper management of the project.
(c) Neither Mortgagor nor its agents shall make any payment for services, supplies, or materials unless such services are actually rendered for the project or such supplies or materials are delivered to the project and are reasonably necessary for its operation. Payments for such services, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials are furnished.
(d) The mortgaged property, equipment, buildings, plans, offices, devices, books, apparatus, contracts, records, documents, and all other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and subject to examination and inspection at any reasonable time by HUD and its duly authorized agents. Mortgagor and its successors, assigns or its agents shall retain copies of all written contracts or other instruments which affect the mortgaged property, all or any of which may be subject to inspection and examination by HUD or its duly authorized agents.
The books and accounts of the operations of the mortgaged property and of the project shall be kept in accordance with the requirements of HUD.

Within 60 days following the end of each fiscal year HUD shall be furnished with a complete annual financial report based upon an examination of the books and records of mortgagor prepared in accordance with the requirements of HUD, certified to by an officer of the Mortgagor and, when required by HUD, prepared and certified by a Certified Public Accountant, or other person acceptable to HUD.

At the request of HUD, its agents, employees, or attorneys, the Mortgagor shall give specific answers to questions upon which information is desired from time to time relative to the income, assets, liabilities, contracts, operation, and condition of the property and the status of the Mortgagor and any other information with respect to the property and the mortgaged property and of the project which may be requested.

All receipts of the project shall be deposited in the name of the project in a bank, whose deposits are insured by the F.D.I.C. Such funds shall be withdrawn only in accordance with the provisions of this agreement for expenses of the project. Any person receiving from the project shall immediately deposit such funds in the project bank account and failing to do so in violation of this Agreement shall hold such funds in trust. Any person receiving property of the project in violation of this Agreement shall immediately deliver such property to the project and failing to do so shall hold such property in trust.

Mortgagor shall at all times, if required by the laws of the jurisdiction, maintain in full force and effect a license to operate the project from the state and/or other licensing authority. Mortgagor shall lease any portion of the project only on terms approved by HUD.

The Mortgagor shall not collect from tenants or occupants or prospective tenants or occupants of the project any admission fee, founder’s fee, life-care fee, or similar payment pursuant to any agreement, oral or written, whereby the Mortgagor agrees to furnish accommodations or services in the project to persons making such payments.

No officer, director, trustee, member, stockholder or authorized representative of the Mortgagor shall have any financial interest in any contractual arrangement entered into by the Mortgagor in connection with rendition of services, the provision of goods, supplies, management of the project, procurement of furnishings and equipment, construction of the project, procurement of the site or other matters whatsoever.

Mortgagor will limit public occupancy of the project to elderly, and handicapped persons and families as defined in Section 202 of the Housing Act of 1959 and applicable HUD Regulations. The criteria governing eligibility of tenants for admission to Section 8 units and the conditions of continued occupancy shall be in accordance with the Housing Assistance Payments contract.

Except as provided in (d) below Mortgagor will make its dwelling accommodations and services available to eligible occupants at charges established in accordance with a schedule to be approved in writing by HUD. Such accommodations shall not be rented for a period less than thirty days nor more than three years. Commercial facilities, if any, shall be rented only in accordance with a schedule of charges fixed by the Mortgagor and approved in writing by HUD. Subleasing of dwelling accommodations or commercial facilities shall be permitted only upon the terms and conditions approved by HUD in writing.

Upon prior written approval by the Secretary, Mortgagor may charge to and receive from any tenant such amounts as from time to time may be mutually agreed upon between the tenant and the Mortgagor for any facilities and/or services which may be furnished by the Mortgagor or others to such tenant upon his request, in addition to the facilities and services included in the approved rental schedule.

The Secretary will at any time entertain a written request for a rent increase properly supported by substantiating evidence and within a reasonable time shall:

- Approve a rental schedule that is necessary to compensate for any net increase occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance cost over which Mortgagor has no effective control or

- Deny the increase stating the reasons therefor.

The criteria governing eligibility of tenants for admission to Section 8 units and the conditions of continued occupancy shall be in accordance with the Housing Assistance Payments Contract.

The maximum rent that may be charged for occupancy of a Section 8 unit shall be in accordance with the provisions of the Housing Assistance Payments Contract and adjustments in such rents shall be made in accordance with the terms of the Housing Assistance Payments Contract.

Nothing contained in this Agreement shall be construed to relieve the Mortgagor of any obligations under the Housing Assistance Payments Contract.
(13) Mortgagor will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, creed or national origin, including Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. 2000d-1), Title VIII of the Civil Rights Act of 1968 (P.L. 90-284, 42 U.S.C. 3601) and Executive Order 11063 (27 F.R. 11527), and all requirements imposed by or pursuant to the regulations of the Department of Housing and Urban Development (24 CFR) issued pursuant to Title VI, Title VIII, or Executive Order 11063.

(14) No litigation seeking the recovery of a sum in excess of $5,000 nor any action for specific performance or other equitable relief shall be instituted nor shall any claim for a sum in excess of $5,000 be settled or compromised by the Mortgagor unless prior written consent thereto has been obtained from HUD. Such consent may be subject to such terms and conditions as HUD may prescribe.

(15) Upon a violation of any of the above provisions of this Agreement by Mortgagor, HUD may give written notice, thereof, to Mortgagor, by registered or certified mail, addressed to the address stated in this Agreement, or such other address as may subsequently, upon appropriate written notice thereof to HUD, be designated by the Mortgagor as its legal business address. If such violation is not corrected to the satisfaction of HUD within 30 days after the date such notice is mailed or within such further time as HUD determines is necessary to correct the violation, without further notice HUD may declare a Default under this Agreement effective on the date of such declaration of default and upon such Default HUD may:

1. Take possession of the project, bring any action necessary to enforce any rights of the mortgagor growing out of the project operation, and operate the project in accordance with the terms of this Agreement until such time as HUD in its discretion determines that the mortgagor is again in a position to operate the project in accordance with the terms of this Agreement and in compliance with the requirements of the Note and Mortgage.

2. Collect all rents and charges in connection with the operation of the project and use such collections to pay the mortgagor's obligations under this Agreement and under the Note and Mortgage, and the necessary expenses of preserving the property and operating the project.

3. Declare the whole of said indebtedness immediately due and payable and then proceed with the foreclosure of the mortgage.

4. Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and operate the property in accordance with the terms of the Agreement, or for such other relief as may be appropriate, since the injury to HUD arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.

(16) (a) Mortgagor has executed an Agreement to enter into a Housing Assistance Payments Contract. The terms of the Housing Assistance Payments Contract, when executed, shall be incorporated by reference into this Regulatory Agreement;

(b) A violation of the Housing Assistance Payments Contract may be construed to constitute a default hereunder in the sole discretion of HUD;

(c) In the event said Housing Assistance Payments Contract expires or terminates before the expiration or termination of this Agreement, the provisions of this paragraph and any other reference to said contract, to Section 8 and to Section 8 units contained herein shall be self-cancelling and shall no longer be effective as of the date of the expiration or termination of the Housing Assistance Payments Contract.

(17) As used in this Agreement the term:

(a) "Mortgage" includes "Deed of Trust", "Chattel Mortgage" and any other security for the Note identified herein;

(b) "Mortgagor" refers to the holder of the mortgage identified herein, its successors and assigns;

(c) "Mortgaged Property" includes property, real, personal, or mixed, covered by the mortgage or mortgages securing the note held by HUD;

(d) "Project" includes the mortgaged property and all its other assets or whatsoever situate, used in or owned by the business conducted on said mortgaged property;

(e) "Distribution" means any withdrawal or taking of cash or other assets of the project other than for mortgage payments or for payment of reasonable expenses incident to its construction, operation and maintenance;

(f) "Default" means a default declared by HUD when a violation of this Agreement is not corrected to its satisfaction within the time allowed by this Agreement or such further time as may be allowed by HUD after written notice;
(g) "Residual Receipts" means any cash remaining after:
   (1) The payment of:
      (i) All sums due or currently required to be paid under the terms of any
          mortgage or note held by the Secretary of Housing and Urban Development;
      (ii) All amounts required to be deposited in the reserve fund for replacements;
      (iii) All obligations of the project other than the mortgage held by HUD unless
          funds for payment are set aside or deferral of payment has been approved
          by HUD; and
   (2) The segregation of:
      (i) An amount equal to the aggregate of all special funds required to be
          maintained by the project;
      (ii) All tenant security deposits held.

(h) "Section 8 Units" refers to units assisted under Section 8 of the United States Housing
    Act of 1937 pursuant to a Housing Assistance Payments Contract.

(i) "Housing Assistance Payments Contract" refers to a written contract between the
    Mortgagor and HUD, or the Mortgagor and a Public Housing Agency, or the Mortgagor
    and a Housing Finance Agency for the purpose of providing housing assistance payments
    to the Mortgagor on behalf of eligible families under Section 8 of the United States
    Housing Act of 1937.

(18) HUD shall not be liable for any of its actions hereunder except for flagrant misfeasance.

(19) This instrument shall bind, and the benefits shall inure to, the respective parties hereto,
    their legal representatives, executors, administrators, successors in office or interest, and
    assigns, and all owners of the mortgaged property, so long as the loan is outstanding.

(20) The invalidity of any clause, part or provision of this Agreement shall not affect the validity of
    the remaining portions thereof.

(21) Mortgagor warrants that it has not, and will not, execute any other agreement with provisions
    contradictory of, or in opposition to, the provisions hereof, and that, in any event, the re-
    quirements of this Agreement are paramount and controlling as to the rights and obligations
    set forth and supersede any other requirements in conflict therewith.

[Signature]
Secretary of Housing and Urban Development

[Signature]
Authorized Agent

(SEAL)

[Signature]
ATTEST:

[Signature]
Name of Mortgagor TRINITY PLACE

[Signature]
(Secretary)

[Signature]
By: Allen Ruuck, President
THE STATE OF TEXAS
COUNTY OF BEAR

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ALLEN BUUCK, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the President of TRUSTY PLACE, a corporation, and acknowledged to me that he executed this instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of February 1984.

[Signature]
NOTARY PUBLIC in and for the STATE OF TEXAS
My Commission expires 5/1/87

THE STATE OF TEXAS
COUNTY OF BEAR

ON THIS the 16th day of February 1984, before me appeared James R. Byam, to me personally known and known to me to be the duly appointed Authorized Agent and the person who executed the aforesaid instrument bearing date of February 15 1984, by virtue of the authority vested in him by 24 C.F.R. 200.138, and acknowledged that he executed the aforesaid instrument for and on behalf of the Secretary of Housing and Urban Development, for the purpose therein expressed.

[Signature]
NOTARY PUBLIC in and for the STATE OF TEXAS
ANNA MAE PRUITT, NOTARY PUBLIC
My Commission expires 5/1/87
FIELD NOTES describing a 6.83 acre tract or parcel of land out of the Wiley Harris Survey No. 124, Abstract No. 298, situated in Williamson County, Texas, being a portion of that certain 30 acres conveyed to Nancy N. Baker and John F. Lanier, Jr., by deed recorded in Volume 539, Page 426 of the Deed Records of said County and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin found in the East right-of-way line of Cushing Street, being the Northwest corner of Lot 1, Block A, CUSHING PARK, as shown on a Plat of Record in Volume 11, Page 35, of the Plat Records of said County, also being the Southwest corner of said 30 acres, for the Southwest corner and POINT OF BEGINNING of the hereinafter described 6.83 acres;

THENCE along said East right-of-way line, being a West line of said 30 acres, N0°19'45"W, 265.50 feet to an iron pin found, being the Southeast corner of Lot 3, C. GRESHAMS SUBDIVISION as shown on a Plat of Record in Cabinet B, Slides 70-71, of said Plat Records conveyed to Concepcion and Janie Castille by deed recorded in Volume 596, Page 163, of said Deed Records, for an ell corner hereof;

THENCE along the South line of said Lot 3, N89°56'6"E, 199.96 feet to an iron pin found, being the Southeast corner of said Lot 3, for an ell corner hereof;

THENCE along the East line of said C. GRESHAMS SUBDIVISION, N0°09'40"W, 326.73 feet to an iron pin found, being the Northeast corner of Lot 1 of said C. GRESHAMS SUBDIVISION conveyed to Gonzalo A. Medel by Warranty Deed recorded in Volume 535, Page 259, of said Deed Records, for an ell corner hereof;

THENCE along the North line of said Lot 1, S09°52'15"W, 199.94 feet to an iron pin found in said East right-of-way line, being the Northwest corner of said Lot 1, for an ell corner hereof;

THENCE along said East right-of-way line, being a West line of said 30 acres, for a West line hereof, N0°11'10"W, 217.35 feet to an iron pin found, being the Southwest corner of that tract of land conveyed to Round Rock Independent School District by deed recorded in Volume 503, Page 491, of said Deed Records and the Northwest corner of said 30 acres, for the Northwest corner hereof;

THENCE along the South line of said Round Rock Independent School District tract, being the North line of said 30 acres, for the North line hereof, N89°51'10"E, 496.00 feet to an iron pin set, being the Northeast corner hereof;

THENCE along the East line hereof, S00°08'50"E, 654.38 feet to an iron pin set, being the Southeast corner hereof;

THENCE along the South line hereof, the following three (3) courses:
1) S72°34'W, 121.80 feet to an iron pin found, being the Northeast corner of Lot 4, Block A, of said CUSHING PARK, for an angle point hereof;
2) S73°09'45"W, 101.27 feet to an iron pin found, being the common rear corner of Lot 3, Block A, of said CUSHING PARK, and said Lot 4, for an angle point hereof;
3) S72°21'50"W, 298.49 feet to the POINT OF BEGINNING of the herein described tract of land containing 6.83 acres or 297,515 square feet of land more or less.

STATE OF TEXAS  COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

FEB 17, 1964
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
DEED OF TRUST NOTE

(Multifamily)

$1,979,500.00
San Antonio, Texas
as of March 1, 2007

FOR VALUE RECEIVED, the undersigned, TRINITY PLACE, INC., a Texas non-profit corporation, promises to pay to ARBOR COMMERCIAL MORTGAGE, LLC, a New York limited liability company, or order, at its office at 2801 Wehrle Drive Suite 7, Williamsville NY 14221 or at such other place as may be designated in writing by the holder of this Note, the principal sum of ONE MILLION NINE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS ($1,979,500.00), with interest thereon from the date advanced at the rate of Six and one tenths per centum (6.10%) per annum on the unpaid balance until paid. The said principal and interest shall be payable in monthly installments as follows:

Interest alone at the rate aforesaid shall be due and payable on April 1, 2007. Commencing on May 1, 2007, monthly installments of principal and interest shall be due and payable in the sum of Thirteen Thousand Nine Hundred Forty-Nine and 72/100ths Dollars ($13,949.72) each, such payments to continue monthly thereafter on the first day of each succeeding month until the entire indebtedness has been paid in full. In any event, the balance of principal, if any, remaining unpaid, plus accrued interest, shall be due and payable on April 1, 2028. The installments of interest and principal shall be applied first to interest at the rate aforesaid upon the principal sum or so much thereof as shall from time to time remain unpaid, and the balance thereof shall be applied on account of principal.

Both principal and interest under this Note, as well as the additional payments set forth in the Mortgage of even date herewith securing this Note, shall be payable at the office of ARBOR COMMERCIAL MORTGAGE, LLC, a New York limited liability company, or order, at its office at 2801 Wehrle Drive Suite 7, Williamsville NY 14221 or such other place as the holder may designate in writing.

Prepayment of this Note is subject to the terms and provisions set forth in the Alloinger #1 attached hereto and incorporated herein by this reference.

If default be made in the payment of any installment under this Note, and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice, at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the payment of this Note, and if the same is collected by an attorney at law, the undersigned hereby agree(s) to pay all costs of collection, including a reasonable attorney's fee.

In the event any installment or part of any installment due hereunder becomes delinquent for more than fifteen (15) days, there shall be due, at the option of the holder, in addition to other sums due hereunder, a sum equal to two percent (2%) of the amount of such installment (including principal and interest) so delinquent. Whenever under the law of the jurisdiction where the property is located, the amount of any such late charge is considered to be additional interest, this provision shall not be effective if the rate of interest specified in this Note, together with the amount of the late charge, would aggregate an amount in excess of the maximum rate of interest permitted and would constitute usury.

All parties to this Note, whether principal, surety, guarantor, or endorser, hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor.

Notwithstanding any other provision contained in this Note, it is agreed that the execution of this Note shall impose no personal liability on the maker hereof for payment of the indebtedness evidenced hereby and in the event of a default, the holder of this Note shall look solely to the property described in the Mortgage and to the rents, issues and profits thereof in satisfaction of the indebtedness evidenced hereby and will not seek or obtain any deficiency or personal judgment against the maker hereof except such judgment or decree as may be necessary.
to foreclose and bar its interest in the property and all other property mortgaged, pledged, conveyed or assigned to secure payment of this Note except as set out in the Mortgage of even
date given to secure this indebtedness.

ALLONGE #1 ATTACHED HERETO CONTAINS FURTHER TERMS AND
CONDITIONS AND IS HEREBY INCORPORATED HEREIN BY THIS REFERENCE
FOR ALL PURPOSES.

IN WITNESS WHEREOF, the undersigned has caused its name to be signed hereto by
its general partner therunto duly authorized, the day and year first above written.

BORROWER:

TRINITY PLACE, INC.
a Texas non-profit corporation

By:
Pat Patterson
President

THIS IS TO CERTIFY that this is the Note described in and secured by Deed of Trust
of even date herewith, and in the same principal amount as herein stated to Wally Tingley,
Trustee, on real estate located in Williamson County, Texas.

Dated this 27th day of March, 2007.

[SEAL]

My Commission Expires: 11/14/2011

PAMELA J. CUMMINS
Notary Public, State of Texas
My Commission Expires
January 14, 2011

HUD - Insured
ALLONGE #1 TO
MORTGAGE NOTE OF
TRINITY PLACE, INC.
TO
ARBOR COMMERCIAL MORTGAGE, LLC
IN THE ORIGINAL PRINCIPAL SUM OF $1,979,500.00
DATED AS OF MARCH 1, 2007

1. Except as provided in Paragraphs 2, and 3 below, Maker may not prepay any sums due under this Mortgage Note (the “Note”) prior to May 1, 2008. Commencing on May 1, 2008, Maker may prepay, upon thirty (30) days advance written notice to the holder, the indebtedness evidenced by this Note, in whole or in an amount equal to one or more monthly installments of the principal next due, on the last day of any month, provided such prepayment is accompanied by the applicable prepayment premium (expressed as a percentage of the principal amount so prepaid) set forth below:

<table>
<thead>
<tr>
<th>Prepayment Period</th>
<th>Prepayment Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1, 2008 through April 30, 2009</td>
<td>9%</td>
</tr>
<tr>
<td>May 1, 2009 through April 30, 2010</td>
<td>8%</td>
</tr>
<tr>
<td>May 1, 2010 through April 30, 2011</td>
<td>7%</td>
</tr>
<tr>
<td>May 1, 2011 through April 30, 2012</td>
<td>6%</td>
</tr>
<tr>
<td>May 1, 2012 through April 30, 2013</td>
<td>5%</td>
</tr>
<tr>
<td>May 1, 2013 through April 30, 2014</td>
<td>4%</td>
</tr>
<tr>
<td>May 1, 2014 through April 30, 2015</td>
<td>3%</td>
</tr>
<tr>
<td>May 1, 2015 through April 30, 2016</td>
<td>2%</td>
</tr>
<tr>
<td>May 1, 2016 through April 30, 2017</td>
<td>1%</td>
</tr>
<tr>
<td>May 1, 2017 and thereafter</td>
<td>None</td>
</tr>
</tbody>
</table>

All such prepayments, including the principal sum so prepaid, interest thereon to and including the date of such prepayment and any prepayment premium due in connection therewith, shall be paid in immediately available Federal Funds.

2. Notwithstanding any prepayment prohibition imposed and/or premium required by this Allonge with respect to voluntary prepayments made prior to May 1, 2016, the indebtedness may be prepaid in whole or in part on the first or last day of the month without the consent of the Holder and without prepayment premium if the Federal Housing Commissioner of the U.S. Department of Housing and Urban Development (the “Commissioner”) determines that prepayment will avoid a mortgage insurance claim and is therefore in the best interest of the Federal Government.

3. The provisions of Paragraph 1 of this Allonge #1 shall not apply and no prepayment premium shall be collected by the holder with respect to any prepayment which is made by or on behalf of Maker from insurance proceeds as a result of damage to the property or condemnation awards which may, at the option of the holder, be applied to reduce the indebtedness evidenced by the Note pursuant to the terms of the Mortgage given of even date to secure the indebtedness evidenced by the Note.

4. Further, and in addition to the limitations and requirements set forth in Paragraph 1 hereof, the debt evidenced by this Note may not be prepaid in whole or in part for a period of five (5) years from the date of endorsement hereof except in cases where the prior written approval of the Commissioner is obtained and such written approval is expressly based upon the existence of one of the following:

(a) The Maker has entered into an agreement with the Commissioner to maintain the property as rental housing for the remainder of the specified five (5) year period;

(b) The Commissioner has determined that the conversion of the property to cooperative or condominium form of ownership is sponsored by a bona fide tenants’ organization representing a majority of the households in the project;

(c) The Commissioner has determined that continuation of the property as rental housing is clearly unnecessary to assure adequate
(d) The Commissioner has determined that continuation of the property as rental housing would have an undesirable and deleterious effect on the surrounding neighborhood.

5. All agreements between the undersigned and holder hereof, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity hereof, or otherwise, shall the amount paid or agreed to be paid to holder hereof for the use, forbearance or detention of the money to be loaned thereunder or otherwise or for the performance or payment of any covenant or obligation contained herein or in any other document evidencing, securing or pertaining to the indebtedness evidenced hereby, exceed the Maximum Rate (defined below). If from any circumstances whatsoever fulfillment of any provision hereof or of any such other document, at the time of performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance holder hereof shall ever receive anything of value deemed interest by applicable law which would exceed the Maximum Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal amount owing hereunder or on account of any other principal indebtedness of the undersigned to the holder hereof, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof and such other indebtedness, such excess shall be refunded to the undersigned. In determining if from any such specific circumstance the holder hereof shall have received anything of value deemed interest by applicable law which would exceed the Maximum Rate, and holder hereof shall, to the maximum extent permissible under applicable law (a) characterize any non-principal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate and spread all sums paid or agree to be paid throughout the full term of such indebtedness until payment in full so that the rate of interest on account of such indebtedness is uniform throughout the term thereof; provided, however, that if such indebtedness is paid and performed in full prior to the end of the full contemplated term thereof, and the holder hereof shall have received anything of value deemed interest by applicable law which would exceed the Maximum Rate for the actual period of such indebtedness, holder hereof shall apply such amounts as herein above provided, and, in such event, the holder hereof shall not be subject to any penalty for contracting for, charging or receiving interest in excess of the Maximum Rate. The term “Maximum Rate” shall mean a rate of interest equal to the indicated rate ceiling, as defined in Vernon’s Texas Civil Statutes, from time to time in effect and applicable to this Note, provided that if any other ceiling under applicable state or federal law now or hereafter permits a higher rate to apply to this Note, the Maximum Rate shall equal such higher rate. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between the undersigned and holder hereof.

TRINITY PLACE, INC.
a Texas non-profit corporation

By: ____________________________

Pat Patterson
President

[END OF ALLONGE]
19086 Trinity Place – Deficiency #1
3/26/19

1. At-Risk Set-Aside: The Application indicates that the HUD 202 loan qualifies the Application for the At-Risk Set-Aside, but there is no evidence that the 202 loan is eligible for prepayment or has been prepaid, as required by Tex. Gov’t Code §2306.6702(a)(5)(A)(ii)(b). The 223(f) insured mortgage is clearly pre-payable, but that is not one of the allowable mortgages listed in the statute. Explain how the Application qualifies for the At-Risk Set-Aside.

Trinity Place qualifies for At-Risk as it meets all requirements of Tex. Gov’t Code §2306.6702(a)(5).

a) has received the benefit of a subsidy in the form of a below-market interest rate loan, interest rate reduction, rental subsidy, Section 8 housing assistance payment, rental supplement payment, rental assistance payment, or equity incentive under the following federal laws, as applicable:
   a. Section 202, Housing Act of 1959
b) Is subject to the following conditions: HUD-Insured debt or HUD-direct debt

(A) a development that:

(i) has received the benefit of a subsidy in the form of a below-market interest rate loan, interest rate reduction, rental subsidy, Section 8 housing assistance payment, rental supplement payment, rental assistance payment, or equity incentive under the following federal laws, as applicable:

(a) Sections 221(d)(2) and (3), National Housing Act (12 U.S.C. Section 1710j);
(b) Section 236, National Housing Act (12 U.S.C. Section 1725a-1);
(c) Section 203, Housing Act of 1959 (12 U.S.C. Section 1709a);
(d) Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701a);
(e) the Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the United States Department of Housing and Urban Development as specified by 24 C.F.R. Part 886, Subpart A;
(f) the Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the United States Department of Housing and Urban Development as specified by 24 C.F.R. Part 886, Subpart C;
(g) Sections 514, 545, and 316, Housing Act of 1949 (42 U.S.C. Sections 1438, 1485, and 1486); or
(h) Section 49, Internal Revenue Code of 1986; and

(ii) is subject to the following conditions:

(a) the stipulation to maintain affordability in the contract granting the subsidy is nearing expiration; or
(b) the HUD-insured or HUD-held mortgage on the development is eligible for prepayment or is nearing the end of its term; or

Behind Tab 20 includes evidence that Trinity was a 202 with the original Regulatory Agreement. The current mortgage, 223(f) is HUD Insured mortgage product as evidenced in the Deed of Trust in the application. Furthermore, I have included evidence that the HUD 202 Direct debt has been prepaid. This documentation confirms Trinity Place does meet all requirements for the At-Risk Set-Aside.
BUILDING LOAN AGREEMENT
(under Section 202 of the Housing Act of 1959)

THIS AGREEMENT Made the 31st day of October, 1982, by and
between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and

Trinity Place, a nonprofit corporation organized
and existing under and by virtue of the laws of the State of Texas (hereinafter called the "Borrower")

WHEREAS, the Borrower has made application for a loan to assist in financing a rental housing project to house
elderly families and elderly persons (hereinafter called the "Project") in accordance with the provisions of Section 202, Housing
Act of 1959, as amended, (12 U.S.C. 1701g); and

WHEREAS, the Project will be located at Cushing Dr.
and shall consist of approximately 287,915 square feet

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and
of the valuable considerations, the parties hereto do covenant and agree as follows:

1. HUD, subject to the terms of this Agreement, will make a loan to the Borrower, to be
advanced as hereinafter provided, in an amount not to exceed Two Million One Hundred Fifty
Three Thousand Eight Hundred and no/100 Dollars ($2,153,800.00), the applicable
mortgage amount if the mortgage were insured under Section 231 of the National Housing Act,
or the total development cost of the project, as determined by HUD, whichever amount is the
lesser. The said loan will bear interest at the rate of nine and one-fourth percent (9.25\%) per annum during the construction period and the rate of (9.25\%) thereafter.

The principal and interest shall be payable in level monthly installments over a term of
forty (40) years; in addition, 13 months prior to commencement of the 40
year period, the payment of interest only shall be required. Said loan shall be secured by
a first lien Deed of Trust (hereinafter called the "mortgage") on the property
described in Exhibit "A." The Mortgage shall constitute a valid first lien on said property
and the improvements to be erected thereon and the only lien thereon except for liens for
taxes and assessments not yet payable and other liens acceptable to HUD.

2. The Borrower shall complete the aforesaid property by a project in accordance with drawings and specifications
filed with HUD and designated Trinity Place Apartments.


3. No drawings and specifications, which include "General Conditions of the Contract for Construction" (AIA Document A201)
and "Supplementary Conditions of the Contract for Construction" (FHA Form No. 2554), have been identified by the Borrower,
the Design Architect, the Architect administering the Construction Contract (hereinafter called the "Architect"), the Contractor
and the Contractor’s Surety.

4. (a) The Borrower shall make monthly applications on HUD Form No. 2605-EL for advances of
mortgage proceeds by HUD. Applications for advances with respect to construction items shall be for amounts equal to (i) the
total value of classes of the work acceptably completed plus (ii) the value of materials and equipment not incorporated in the
work, but delivered to and suitably stored at the site; less (iii) 10 percent (holdback) and less prior advances. The "values" of
both (i) and (ii) shall be computed in accordance with the amounts assigned to classes of the work in the Contractor’s and/or
Mortgager’s Cost Breakdown, attached hereto as Exhibit "B" and made a part hereof. Each application shall be filed at
least ten (10) days before the date the advance is desired, and the Borrower shall be entitled thereon only to such amount
as may be approved by HUD.

(b) Upon completion of the improvements, including all landscape requirements and off-site utilities and
streets, the Borrower shall furnish HUD satisfactory evidence that all work requiring inspection by municipal and other
governmental authorities having jurisdiction has been duly inspected and approved by such authorities and by the testing or
inspection organization, bureau, association or office having jurisdiction; and that all requisite certificates of occupancy and other
approvals have been issued. The balance due the Borrower hereunder shall be payable at such time after completion of HUD’s
release of the holdback, after the expiration of any period which mechanics and materialmen may have for filing liens.

(c) The Borrower agrees that any funds required for the completion of the project over and above the proceeds
of the loan shall be deposited in the Construction Account prior to the advance of any proceeds of the loan.

(d) The Borrower covenants that it will deposit the proceeds from the HUD loan and the additional funds to
be furnished by the Borrower in order to assure the payment of all Project costs into a separate account called the “Construction
Account” established by it in a bank or banks which are members of the Federal Deposit Insurance Corporation. Money in the
Construction Account shall be expanded only for the purposes for which loan advances and such expenditures were requested
and approved.

The interest rate applicable to the loan, as well as the HUD- approved loan amount, are subject to change, and reprocessing may be required if the loan is not initially closed within the same fiscal year in which this Agreement is executed.
5 HUD shall advance to the Borrower loan funds for application to the charges or items enumerated below, but only to the extent that such charges have accrued and the Borrower is otherwise entitled to payment on account of such items:

(a) Interest during development ........................................ $ 91,315
(b) Real Estate taxes during development .......................... $ 18,000
(c) Insurance during development ...................................... $ 7,000
(d) Contingency Reserve .................................................. $ 64,439
(e) Land and right-of-way ................................................ 268,000
(f) Architect/Engineering services .................................... 70,260
(g) Legal and Organization Expenses ................................. $ 22,420
(h) Cost Certification Audit Fee ........................................ $ 2,500
(i) Title and Recording .................................................. $ 9,200
(j) Consultant Fee ......................................................... $ 23,000
(k) Supplemental Management Fund .................................. $ 6,800

6 The Borrower shall cause either this instrument or the construction contract under which the improvements are to be erected to be filed in the public records, if the effect thereof will be to relieve the mortgaged property from mechanics’ and materialmen’s liens. Before any advance hereunder, HUD may require the Borrower to obtain from the contractor and all subcontractors and materialmen dealing directly with the principal contractor acknowledgments of payment and release of liens down to the date covered by the last advance, and concurrently with the final payment for the entire project. Such acknowledgments and releases shall be in the form required by local lien laws and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the project.

7 The Borrower shall, as a condition precedent to the first advance hereunder, furnish HUD with a certified, current survey of the mortgaged property and a mortgagee’s title policy (or other evidence of title) in form, substance and amount satisfactory to HUD. Said policy shall be extended so as to cover each and every advance of said loan at the time of payment thereof and shall show no mechanics’ or materialmen’s liens against the mortgaged property.

8 The Borrower agrees that said project shall be constructed strictly in accordance with all applicable ordinances and statutes, and in accordance with the requirements of all regulatory authorities, and any rating or inspection organization, bureau, association or office having jurisdiction. The Borrower further agrees that said project shall be constructed entirely on the aforesaid property and will not encroach upon any easement or right-of-way, or the land of others; and that the buildings when erected shall be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances, zoning ordinances or regulations. The Borrower shall furnish from time to time such evidence with respect thereto as may be required by HUD, and, upon completion of construction, shall furnish a survey, certified by a registered surveyor, which shows the project to be entirely on said property and to be free from any such violations.

9 If the Borrower at any time prior to the completion of the project abandons the same or ceases work thereon for a period of more than 20 days or fails to complete the erection of the project strictly in accordance with the Drawings and Specifications, or makes changes in the Drawings and Specifications without first securing the written approval required by paragraph 3 hereof, or otherwise fails to comply with the terms hereof, any such failures shall be a default hereunder, and HUD, at its option, may terminate this agreement. If HUD so elects to terminate this agreement, it may use and apply any funds deposited with it by the Borrower, regardless of the purpose for which such funds were deposited, in such manner and for such purposes as it may prescribe. If HUD elects not to terminate this Agreement, it may enter into possession of the premises and perform any and all work and labor necessary to complete the improvements substantially according to the Drawings and Specifications, and employ watchmen to protect the premises from injury. All sums so expended by HUD shall be deemed to have been paid to the Borrower and secured by the Mortgage. For this purpose, the Borrower hereby constitutes and appoints HUD
10 The Borrower shall provide or cause to be provided workmen’s compensation insurance and public liability and other insurance required by applicable law or by the general conditions included in the Specifications. The Borrower further agrees to purchase and maintain fire insurance and extended coverage on the mortgaged property. All such policies shall be issued by companies approved by HUD and shall be in form and amounts satisfactory to HUD. Such policies shall be endorsed with standard mortgage clauses making loss payable to HUD or its assignee and may be endorsed to make loss during construction payable to the Contractor, as interest may appear. The originals of such policies shall be deposited with HUD.

11 HUD and its agents shall, at all times during construction, have the right of entry and free access to the project and the right to inspect all work done, all materials, equipment and fixtures furnished, installed or stored in and about the project, and to inspect all books, subcontracts and records of the Borrower.

12 The Borrower shall execute and deliver to HUD, upon completion of the project, a security agreement and financing statement, or other similar instrument, covering all property of any kind whatsoever purchased with mortgage proceeds and concerning which there may be any doubt as to such property’s being subject to the lien of the Mortgage under the laws of the state in which the project is situated.

13 The Borrower shall furnish to HUD assurance of completion of the project in the form specified in the applicable Regulations in effect on the date of this agreement. Such assurance of completion shall run to HUD as obligee.

14 (a) The Borrower understands that the wages to be paid laborers and mechanics employed in the construction of the project are required by the provisions of Section 202(c)(3) of the Housing Act of 1959, as amended, to be not less than the prevailing wage rates for corresponding classes of laborers and mechanics employed on a construction of a similar character in the locality in which the work is to be performed, as determined by the Secretary of Labor with respect to this project. The Borrower hereby states that it has read the aforesaid determination by the Secretary of Labor and is fully familiar with the same.

(b) The Borrower shall, as a condition precedent to any advance hereunder, submit to HUD (i) with each application for advance prior to the final application, certifications, in form approved by HUD, that all laborers and mechanics employed in the construction of the project whose work is covered by that or any previous application and who have been paid in whole or in part on account of said employment, have been paid at rates not less than the said prevailing wage rates; and (ii) with the final application for advances, certifications, in form satisfactory to HUD, that the project has been fully constructed in accordance with the provisions of this agreement and that all laborers and mechanics employed in the construction of the completed project have been paid not less than the said prevailing wage rates. The Secretary’s prevailing wage determination shall be construed to include every amendment or modification of the determination which may be made prior to the beginning of construction.

(c) The Borrower agrees that should any advances hereunder be ineligible for loan disbursement by reason of (i) the nonpayment of the said prevailing wage rates, or (ii) violation of any of the applicable labor standards provisions of the Regulations of the Secretary of Labor, HUD may withhold from the Borrower all payments or advances payable to the Borrower hereunder until the Borrower establishes to the satisfaction of HUD that all laborers and mechanics or other persons employed in the construction of the project have been paid said prevailing wage rates and that such violation of the said Labor Standards provisions no longer exists. The written statement of any officer of HUD agent declining to make any advance of funds hereunder by reason of such nonpayment or violation shall be deemed conclusive proof that such advances are ineligible for loan disbursement.

(d) The Borrower shall insert the labor standards provisions of the aforesaid Supplementary Conditions of the Contract for Construction in any contract made by him for the construction of the project, or any part thereof, and shall require the Contractor to insert similar provisions in each subcontract relating to the construction of the project.

15 The Borrower shall furnish such records, papers and documents relating to the project as HUD may reasonably require from time to time.
16 The Borrower shall not transfer, assign or pledge any right or interest in, or title to, any funds deposited in the Construction Account without the approval of HUD.

17 Prior to the disbursement of any portion of the loan proceeds, the Borrower shall present evidence satisfactory to HUD that it is able to finance from other than loan funds or Project revenues the applicable minimum capital investment required under the Regulations.

18 The Borrower covenants and agrees that it will attempt to obtain and maintain in effect exemption of the Project from state and local real and personal property taxes.

19 The Borrower shall, on or before substantial completion of the Project, provide from sources other than the loan hereunder, and from sources and in a manner which will not jeopardize the security for the loan, the furnishings and movable equipment necessary to the full enjoyment of the use and occupancy of the Project.

20 Prior to the disbursement of any portion of the loan proceeds the Borrower shall obtain from the Internal Revenue Service a tax exemption ruling, if it is a nonprofit corporation.

21 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

22 By execution of this Agreement the Borrower represents that it has not paid, and, also, agrees not to pay, any bonus, commission, or fee for the purpose of obtaining an approval of its application for the loan hereunder.

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

Date

[Seal]

ATTEST:

Secretary

[Seal]

Name of Borrower

Trinity Place

By

President

By

THA 2443-JR June 1976
ESCROW AGREEMENT
FOR
UNPAID CONSTRUCTION COSTS

WHEREAS, Trinity Place, is the mortgagor of a project located in Round Rock, Texas, identified as Project Number 15-6100-156, which project has been constructed from the proceeds of a mortgage (or deed of trust) from Trinity Place, with respect to which mortgage the Assistant Secretary-Commissioner has finally endorsed for insurance, and,

WHEREAS, the final endorsement is conditioned upon assurance that additional funds be made available for project purposes, primarily for the payment of unpaid construction costs resulting from the project during the period from initial endorsement to the cutoff date established for cost certification purposes.

NOW, THEREFORE, THIS AGREEMENT WITNESSES:

1. That the mortgagor has deposited with the Depositary, receipt of which is acknowledged by the Depositary, to be held and disbursed by the Depositary as hereinafter set out.

$ 18,000.00, receipt of which is acknowledged by the Depositary, to be held and disbursed by the Depositary as hereinafter set out.

2. The depositary shall be held subject to disbursement at the direction of the Assistant Secretary-Commissioner for a period of ___ months following final endorsement of the mortgage loan for insurance plus any additional period by which payment of construction cost is estimated by the mortgagor to be in dispute or under litigation. Disbursements from the escrow may be authorized by the Commissioner to meet any established cost which the escrow deposit was intended. In determining the amount of such cash deposit, effect will be given to the mortgagor's outstanding liabilities as reported on Form FHA-2023, Request for Final Endorsement of Credit Instrument.

3. The balance remaining in the escrow deposit will be subject to immediate application to the mortgage debt in part or total in the event that the supplemental cost certification is not received within the time prescribed in paragraph 2 and the HUD-approved costs do not support the mortgage.

4. IT IS FURTHER UNDERSTOOD AND AGREED that the Depositary will hold and disburse this escrow at the sole direction of the Assistant Secretary-Commissioner.

Dated: November 13, 1986

Trinity Place

(Mortgagor by)

Dept. of Housing & Urban Development

(Authorized Agent)
Office of Multifamily Asset Management, Field Asset Management Division
TERMS AND CONDITIONS SHEET

TO: PNC BANK, NA 

Date: July 10, 2018

FHA Project Name: Trinity Place
FHA Project No.: 115-11154

The Owner of the subject project has requested to prepay the mortgage. Based on a review completed by staff in HUD’s Office of Asset Management, below is the response to the Owner’s request.

If there are conditions, please note that these conditions must be met as indicated below, prior to the mortgagee accepting prepayment of the Note and prior to releasing the Owner from the terms and conditions of the Note.

Request type: (X) Prepayment

Decision on this case: (X) Approved

Approval expiration: (X) No expiration

The prepayment of the FHA insured mortgage is approved subject to the following terms and conditions:

_ X _ An existing recorded Section 202/8 Use Agreement remains in effect for this project through its expiration date of March 1, 2025. The Use Agreement must remain recorded in first security position ahead of any new financing.

_ X _ There is a “new regulation” Section 8 Housing Assistance Payments (HAP) Contract. The owner is prepaying the mortgage, but the HAP Contract is not terminating. If there are funds in the Residual Receipts and Reserve for Replacement accounts, they must be deposited in separate accounts in the “Name of the Mortgagor”, Trustee for “Name of the Project” and the Secretary of Housing and Urban Development, with a Federally-insured financial institution, however, disbursements from these accounts cannot be released without HUD’s prior approval. Once the funds are deposited, evidence in the form of a deposit receipt must be forwarded to HUD’s Fort Worth Multifamily Satellite Office Director.

If you have any questions, please contact James Wyatt in the Office of Asset Management and Portfolio Oversight, Field Asset Management Division at (202) 402-2519.

Signatures:

[Signatures]

[Signature]

Date 7/10/18

[Signature]

Date 7/11/2018
Insurance Termination Request for Multifamily Mortgage

Applicant must read all of the instructions on back before completing this form.

1. Type of Request (Place an X in those that apply)

<table>
<thead>
<tr>
<th>Full Insurance</th>
<th>Co-Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Prepayment Termination: Mortgage is paid in full and original credit instrument is canceled.</td>
<td>□ Date Deed Recorded, (mm/dd/yyyy) ____________</td>
</tr>
<tr>
<td>□ Voluntary Termination: Attach the original credit instrument for cancellation of insurance endorsement.</td>
<td>□ Mortgagee intends to file a claim</td>
</tr>
<tr>
<td></td>
<td>□ Mortgagee does not intend to file a claim</td>
</tr>
<tr>
<td></td>
<td>□ Prepayment Termination - Mortgage Paid in Full</td>
</tr>
<tr>
<td></td>
<td>□ Voluntary Termination - Attach credit instrument</td>
</tr>
<tr>
<td></td>
<td>□ Mortgagor Redeems Property After Foreclosure</td>
</tr>
<tr>
<td></td>
<td>□ 3rd Party Acquires Property At Foreclosure Sale</td>
</tr>
</tbody>
</table>

2. Date of This Request (mm/dd/yyyy) 06/25/2018

3. FHA Project Number 115-11114

4. Mortgagor’s Loan No. (if any) 030267442

5. Date of Prepayment in Full, if applicable (mm/dd/yyyy) 06/25/2018

6. Original Amount of Mortgage 1,979,500.00

7. Maturity Date (mm/dd/yyyy) 04/01/2028

8. The following items are attached, or the statements are applicable:

| Certified or cashier’s check for $100 for redemption of the preferred stock issued to FHA/HUD by the mortgagor corporation plus any due and unpaid dividends |
| Original Credit Instrument. See Item 1, above. |
| Prior Approval to Terminate, if required (See reverse) |

9. Program Information. Check a Yes or No on each of the following

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nonprofit</td>
<td></td>
</tr>
<tr>
<td>Receiving Rent Supplement</td>
<td></td>
</tr>
<tr>
<td>Receiving Section 8 Payments</td>
<td></td>
</tr>
<tr>
<td>Limited Distribution</td>
<td></td>
</tr>
</tbody>
</table>

Certifications: I certify that no dividends are due I certify that the amount remitted with this form is the full amount due.

The undersigned certifies that the information shown above is true and correct, and the undersigned agrees that upon request of HUD it will furnish documents to support the responses shown above.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 10 10, 1012, 31 U.S.C. 3729, 3802)

10. Name and Signature of Mortgagor (Complete only if this is a voluntary termination.)

<table>
<thead>
<tr>
<th>(If corporate, give name of corporation and title of authorized officer who signs.)</th>
</tr>
</thead>
</table>

11. Project Name

Trinity Place Apartments

12. HUD Holding Mortgagor Number (To be completed in all instances) 17739-999

13. HUD Servicing Mortgagor Number (To be completed only if submitted by servicer) 17739-999

14. Name, Address and Zip Code of Holding Mortgagor (To be completed in all instances)

| PNC Bank N.A. |
| c/o Midland Loan Services, a Division of PNC Bank, N.A. |
| 3232 Newark Drive |
| Miamisburg, OH 45342 5421 |

15. Name, Address and Zip Code of Mortgagor’s Servicer (To be completed only if submitted by servicer)

| PNC Bank N.A. |
| c/o Midland Loan Services, a Division of PNC Bank, N.A. |
| 3232 Newark Drive |
| Miamisburg, OH 45342 5421 |

16. Signature of Holding Mortgagor’s Authorized Representative

| Jeffery W. Hammond |
| Date: 2016.05.25 09:51:51 05:00 |

17. Signature of Servicing Mortgagor’s Authorized Officer

| Jeffery W. Hammond, AVP |
| Title of Servicing Mortgagor’s Authorized Officer |

For HUD Use Only: The contract of insurance, as identified above, has been terminated in accordance with this request and HUD regulations.

| Date Document Received (mm/dd/yyyy) |
| Effective Date of Termination (mm/dd/yyyy) |
| Signature of Designated HUD Official |
| Date (mm/dd/yyyy) |

Previous editions are obsolete.
Occupied Developments

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

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

AND

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

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

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

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

- No Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here: https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
  (if not, you may skip the remainder of this section)

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

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

Relocation Certification for Direct Loan Applications

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

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

__________________________  __________________________
Signature of Applicant         Printed Name

1/25/2019
## Trinity Place Apts
### Profit and Loss
#### January - September, 2018

<table>
<thead>
<tr>
<th>Income</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5120 Rent Revenue (Tenants)</td>
<td>108,227.00</td>
</tr>
<tr>
<td>5121 Tenant Assistance Pmt(HUD)</td>
<td>423,285.00</td>
</tr>
<tr>
<td>5200 Vacancies</td>
<td>-33,973.00</td>
</tr>
<tr>
<td>5440 Int.-Resv. for Replacement</td>
<td>21.27</td>
</tr>
<tr>
<td>5910 Laundry Income</td>
<td>959.00</td>
</tr>
<tr>
<td>5970 Contributions</td>
<td>59.58</td>
</tr>
<tr>
<td>5971 TPA Events Donations</td>
<td>335.00</td>
</tr>
<tr>
<td>5990 Misc. Revenue</td>
<td>78.00</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td><strong>$498,991.85</strong></td>
</tr>
</tbody>
</table>

### Gross Profit

| Gross Profit                                | **$498,991.85** |

<table>
<thead>
<tr>
<th>Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6310 Office Wages</td>
<td>38,257.99</td>
</tr>
<tr>
<td>6311 Office Expenses</td>
<td>9,487.31</td>
</tr>
<tr>
<td>6312 Postage</td>
<td>732.80</td>
</tr>
<tr>
<td>6313 Resident Support</td>
<td>2,696.93</td>
</tr>
<tr>
<td>6314 Staff Appreciation</td>
<td>710.39</td>
</tr>
<tr>
<td><strong>Total 6311 Office Expenses</strong></td>
<td><strong>$13,627.43</strong></td>
</tr>
<tr>
<td>6320 Management Fee</td>
<td>22,918.05</td>
</tr>
<tr>
<td>6330 Manager/Super. Salaries</td>
<td>55,155.53</td>
</tr>
<tr>
<td>6350 Auditing Expenses</td>
<td>5,241.69</td>
</tr>
<tr>
<td>6351 Bookkeeping/Accting</td>
<td>4,920.23</td>
</tr>
<tr>
<td>6352 Payroll Processing Fees</td>
<td>516.11</td>
</tr>
<tr>
<td>6390 Misc Admin - Mileage</td>
<td>995.13</td>
</tr>
<tr>
<td>6391 Bank Service Charges</td>
<td>102.00</td>
</tr>
<tr>
<td>6392 Late Fees</td>
<td>26.56</td>
</tr>
<tr>
<td><strong>Total 6390 Misc Admin - Mileage</strong></td>
<td><strong>$1,123.69</strong></td>
</tr>
<tr>
<td>6450 Electricity</td>
<td>10,143.06</td>
</tr>
<tr>
<td>6451 Water</td>
<td>27,586.33</td>
</tr>
<tr>
<td>6452 Gas</td>
<td>1,843.85</td>
</tr>
<tr>
<td>6510 Maintenance Wages</td>
<td>38,122.10</td>
</tr>
<tr>
<td>6515 Supplies</td>
<td>17,865.28</td>
</tr>
<tr>
<td>6520 Contracts</td>
<td>24,356.32</td>
</tr>
<tr>
<td>6525 Garbage &amp; Trash Removal</td>
<td>4,852.90</td>
</tr>
<tr>
<td>6546 H/C Repairs &amp; Maint</td>
<td>10,851.81</td>
</tr>
<tr>
<td>6570 Vehicle/Maint/Equip Repair</td>
<td>372.00</td>
</tr>
<tr>
<td>6590 Misc. Maint. Expenses</td>
<td>137.00</td>
</tr>
<tr>
<td>6620 Deprec - Buildings</td>
<td>31,564.44</td>
</tr>
<tr>
<td>6630 Deprec Bldg Equip-Fixed</td>
<td>19,217.65</td>
</tr>
<tr>
<td>Account Description</td>
<td>Amount</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>6640 Deprec Bldg Equip-Portable</td>
<td>0.00</td>
</tr>
<tr>
<td>6650 Deprec - Furn Proj Admin</td>
<td>0.00</td>
</tr>
<tr>
<td>6665 Deprec - Office Furn &amp; Eq</td>
<td>1,000.05</td>
</tr>
<tr>
<td>6670 Deprec - Maint. Equipment</td>
<td>0.00</td>
</tr>
<tr>
<td>6680 Deprec - Vehicles</td>
<td>151.47</td>
</tr>
<tr>
<td>6690 Deprec - Misc. Fix. Asset</td>
<td>0.00</td>
</tr>
<tr>
<td>6695 Amort of Deferred Fin.</td>
<td>3,753.36</td>
</tr>
<tr>
<td>6711 Payroll Taxes</td>
<td>10,443.94</td>
</tr>
<tr>
<td>6720 Insurance</td>
<td>29,165.76</td>
</tr>
<tr>
<td>6722 Worker's Compensation</td>
<td>863.73</td>
</tr>
<tr>
<td>6723 Health Ins./Other Benefits</td>
<td>2,181.87</td>
</tr>
<tr>
<td>6820 Interest on Mort. Payable</td>
<td>56,872.42</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$ 433,106.06</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$ 65,885.79</td>
</tr>
<tr>
<td>Net Income</td>
<td>$ 65,885.79</td>
</tr>
</tbody>
</table>

Wednesday, Oct 31, 2018 12:12:14 PM GMT-7 - Accrual Basis
Trinity Place, Inc.  
(A Nonprofit Corporation)  
(Trinity Place)  
HUD Project No. 115-11154  
Round Rock, Texas  

Financial Statements  
and Supplemental Information  

December 31, 2017
To the Department of Housing
and Urban Development

Attached is the financial report of Trinity Place, Inc., (A Nonprofit Corporation), (Trinity Place), HUD
Project No. 115-11154 for the year ended December 31, 2017.

Audit Firm: Maddox & Associates, APC
Lead Auditor: Bryan Beale, CPA
Address: 5627 Bankers Avenue, Building 2
          Baton Rouge, LA 70808
Telephone Number: 225-926-3360
Facsimile Number: 225-926-3361
Tax Identification Number: 72-1314069
Unique IPA Identifier: 58640
E-mail: auditors@maddoxassociates.com
Website: www.maddoxassociates.com

Maddox & Associates, APC
February 21, 2018
<table>
<thead>
<tr>
<th>CONTENTS</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Auditors’ Report</td>
<td>1</td>
</tr>
<tr>
<td>Financial Statements</td>
<td></td>
</tr>
<tr>
<td>Statement of Financial Position</td>
<td>3</td>
</tr>
<tr>
<td>Statement of Activities</td>
<td>5</td>
</tr>
<tr>
<td>Statement of Cash Flows</td>
<td>6</td>
</tr>
<tr>
<td>Notes to the Financial Statements</td>
<td>8</td>
</tr>
<tr>
<td>Supplemental Information</td>
<td>12</td>
</tr>
<tr>
<td>Schedule of Expenditures of Federal Awards</td>
<td>18</td>
</tr>
<tr>
<td>Summary Schedule of Prior Audit Findings</td>
<td>19</td>
</tr>
<tr>
<td>Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards</td>
<td>20</td>
</tr>
<tr>
<td>Independent Auditors’ Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance</td>
<td>22</td>
</tr>
<tr>
<td>Schedule of Findings and Questioned Costs</td>
<td>24</td>
</tr>
<tr>
<td>Corrective Action Plan</td>
<td>25</td>
</tr>
<tr>
<td>Certification of Officers</td>
<td>26</td>
</tr>
<tr>
<td>Management Agent’s Certification</td>
<td>27</td>
</tr>
<tr>
<td>Independent Accountants’ Report on Applying Agreed-Upon Procedures</td>
<td>28</td>
</tr>
</tbody>
</table>
Independent Auditors’ Report

To the Directors
Trinity Place, Inc.
(Trinity Place)

Report on the Financial Statements

We have audited the accompanying financial statements of Trinity Place, Inc., (Trinity Place), HUD Project No. 115-11154, (the “Project”), which comprise the statement of financial position as of December 31, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Trinity Place as of December 31, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.
Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information shown on pages 12 to 17 is presented for purposes of additional analysis as required by the Consolidated Audit Guide for Audits of HUD Programs issued by the U.S. Department of Housing and Urban Development, Office of the Inspector General, and is not a required part of the financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated February 21, 2018 on our consideration of Trinity Place’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to solely describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Trinity Place’s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Trinity Place’s internal control over financial reporting and compliance.

Maddox & Asociados, APC

Baton Rouge, Louisiana
February 21, 2018
Trinity Place, Inc.  
(A Nonprofit Corporation)  

(Trinity Place)  

HUD Project No. 115-11154  

Statement of Financial Position  
December 31, 2017  

**ASSETS**  

**CURRENT ASSETS**  
Cash-Operations $ 12,394  
Cash-Entity 4,683  
Prepaid Expenses 6,985  
Total Current Assets 24,062  

**DEPOSITS HELD IN TRUST-FUNDED**  
Tenant Security Deposits Held in Trust 23,168  

**RESTRICTED DEPOSITS AND FUNDED RESERVES**  
Escrow Deposits 29,124  
Replacement Reserve 393,692  
Total Restricted Deposits 422,816  

**FIXED ASSETS**  
Land 277,705  
Buildings 3,125,676  
Furniture for Project/Tenant Use 1,820  
Office Furniture and Equipment 13,839  
Maintenance Equipment 1,832  
Motor Vehicles 13,689  
Miscellaneous Fixed Assets 37,254  
Total Fixed Assets 3,471,815  
Less Accumulated Depreciation 2,648,263  
Net Fixed Assets 823,552  

**TOTAL ASSETS**  
$ 1,293,598  

---  

See accompanying notes to the financial statements.
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Statement of Financial Position
December 31, 2017

LIABILITIES AND NET ASSETS (DEFICIT)

CURRENT LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable-Operations</td>
<td>$12,485</td>
</tr>
<tr>
<td>Accrued Wages Payable</td>
<td>29,226</td>
</tr>
<tr>
<td>Accrued Payroll Taxes Payable</td>
<td>994</td>
</tr>
<tr>
<td>Accrued Management Fee Payable</td>
<td>2,546</td>
</tr>
<tr>
<td>Accrued Interest Payable-First Mortgage</td>
<td>6,511</td>
</tr>
<tr>
<td>Mortgage Payable-First Mortgage (short-term)</td>
<td>91,805</td>
</tr>
<tr>
<td>Resident Fund</td>
<td>4,526</td>
</tr>
<tr>
<td>Total Current Liabilities</td>
<td>148,093</td>
</tr>
</tbody>
</table>

DEPOSITS HELD IN TRUST-FUNDED

Tenant Security Deposits Held in Trust (contra) 22,821

LONG-TERM LIABILITIES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage Payable-First Mortgage (less debt issuance cost of $51,712)</td>
<td>1,137,299</td>
</tr>
<tr>
<td>Total Long-Term Liabilities</td>
<td>1,137,299</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>1,308,213</td>
</tr>
</tbody>
</table>

NET ASSETS (DEFICIT)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unrestricted Net Assets</td>
<td>(14,615)</td>
</tr>
</tbody>
</table>

TOTAL LIABILITIES AND NET ASSETS (DEFICIT)  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Liabilities</td>
<td>1,293,598</td>
</tr>
</tbody>
</table>

See accompanying notes to the financial statements.
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Statement of Activities
For the Year Ended December 31, 2017

**REVENUES:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent</td>
<td>$679,961</td>
</tr>
<tr>
<td>Financial</td>
<td>145</td>
</tr>
<tr>
<td>Other</td>
<td>2,391</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>682,497</strong></td>
</tr>
</tbody>
</table>

**EXPENSES:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Services</td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td>185,704</td>
</tr>
<tr>
<td>Utilities</td>
<td>48,893</td>
</tr>
<tr>
<td>Operating and Maintenance</td>
<td>117,885</td>
</tr>
<tr>
<td>Taxes and Insurance</td>
<td>49,053</td>
</tr>
<tr>
<td>Financial</td>
<td>98,468</td>
</tr>
<tr>
<td>Depreciation</td>
<td>76,434</td>
</tr>
<tr>
<td><strong>Total Project Service Expenses</strong></td>
<td><strong>576,437</strong></td>
</tr>
</tbody>
</table>

Increase in Unrestricted Net Assets

106,060

Net Assets, Beginning of Period (deficit)

(120,675)

**NET ASSETS, END OF PERIOD (DEFICIT)**

$ (14,615)

See accompanying notes to the financial statements.
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Statement of Cash Flows
For the Year Ended December 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Receipts</td>
<td>$ 679,961</td>
</tr>
<tr>
<td>Interest Receipts</td>
<td>145</td>
</tr>
<tr>
<td>Gifts</td>
<td>216</td>
</tr>
<tr>
<td>Other Receipts</td>
<td>2,175</td>
</tr>
<tr>
<td>Total Receipts</td>
<td>682,497</td>
</tr>
<tr>
<td>Administrative</td>
<td>(64,274)</td>
</tr>
<tr>
<td>Management Fees</td>
<td>(30,557)</td>
</tr>
<tr>
<td>Utilities</td>
<td>(51,611)</td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>(166,218)</td>
</tr>
<tr>
<td>Operating and Maintenance</td>
<td>(67,106)</td>
</tr>
<tr>
<td>Property Insurance</td>
<td>(27,232)</td>
</tr>
<tr>
<td>Miscellaneous Taxes and Insurance</td>
<td>(65,627)</td>
</tr>
<tr>
<td>Tenant Security Deposits</td>
<td>547</td>
</tr>
<tr>
<td>Interest on Mortgage</td>
<td>(81,011)</td>
</tr>
<tr>
<td>Mortgage Insurance Premium (MIP)</td>
<td>(5,812)</td>
</tr>
<tr>
<td>Total Disbursements</td>
<td>(558,901)</td>
</tr>
<tr>
<td>Net Cash Provided by Operating Activities</td>
<td>123,596</td>
</tr>
</tbody>
</table>

CASH FLOWS FROM INVESTING ACTIVITIES:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposits to the Escrow Account</td>
<td>(22,995)</td>
</tr>
<tr>
<td>Withdrawals from the Escrow Account</td>
<td>37,622</td>
</tr>
<tr>
<td>Deposits to the Replacement Reserve Account</td>
<td>(63,013)</td>
</tr>
<tr>
<td>Net Purchase of Fixed Assets</td>
<td>(61,035)</td>
</tr>
<tr>
<td>Net Cash Used in Investing Activities</td>
<td>(109,421)</td>
</tr>
</tbody>
</table>

CASH FLOWS FROM FINANCING ACTIVITIES:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mortgage Principal Payments</td>
<td>(86,386)</td>
</tr>
<tr>
<td>Net Cash Used in Financing Activities</td>
<td>(86,386)</td>
</tr>
<tr>
<td>Net Decrease in Cash and Cash Equivalents</td>
<td>(72,211)</td>
</tr>
</tbody>
</table>

CASH AND CASH EQUIVALENTS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning of Period</td>
<td>89,288</td>
</tr>
<tr>
<td>End of Period</td>
<td>$ 17,077</td>
</tr>
</tbody>
</table>

(continued)

See accompanying notes to the financial statements.
Trinity Place, Inc.  
(A Nonprofit Corporation)  
(Trinity Place)  
HUD Project No. 115-11154  
Statement of Cash Flows (continued)  
For the Year Ended December 31, 2017  

**CASH FLOWS FROM OPERATING ACTIVITIES:**  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase in Net Assets</td>
<td>$ 106,060</td>
</tr>
<tr>
<td>Adjustments to Reconcile Increase in Net Assets to</td>
<td></td>
</tr>
<tr>
<td>Net Cash Provided by Operating Activities</td>
<td></td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>76,434</td>
</tr>
<tr>
<td>Amortization of Debt Issuance Costs</td>
<td>5,005</td>
</tr>
<tr>
<td>Decrease (Increase) in:</td>
<td></td>
</tr>
<tr>
<td>Prepaid Expenses</td>
<td>(5,106)</td>
</tr>
<tr>
<td>Cash Restricted for Tenant Security Deposits</td>
<td>46</td>
</tr>
<tr>
<td>Increase (Decrease) in:</td>
<td></td>
</tr>
<tr>
<td>Accounts Payable</td>
<td>(63,091)</td>
</tr>
<tr>
<td>Accrued Liabilities</td>
<td>(2,764)</td>
</tr>
<tr>
<td>Accrued Interest Payable</td>
<td>6,511</td>
</tr>
<tr>
<td>Tenants Security Deposits Held in Trust</td>
<td>501</td>
</tr>
<tr>
<td><strong>Net Cash Provided by Operating Activities</strong></td>
<td>$ 123,596</td>
</tr>
</tbody>
</table>
1. **Organization and Summary of Significant Accounting Policies**

The Project is a 68-unit apartment project for the elderly located in Round Rock, Texas. The Project is operated under Section 207/223(f) of the National Housing Act and regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to rental charges and operating methods.

Trinity Place, Inc., a corporation sponsored by Upbring, holds legal title to the Project. The accompanying financial statements include only the assets and related liabilities of Trinity Place.

The Project also is subject to Section 8 Housing Assistance Payments agreements with the U.S. Department of Housing and Urban Development (HUD), and a significant portion of the Project’s rental income is received from HUD.

The Project’s regulatory agreement with HUD stipulates, among other things, that the Project will not make distributions of assets or income to any of its officers and directors.

The following significant accounting policies have been followed in the preparation of the financial statements:

- **Basis of Accounting:** The financial statements are prepared on the accrual basis of accounting, which is in accordance with generally accepted accounting principles.

- **Subsequent Events:** The financial statements and related disclosures include evaluation of events up through and including February 21, 2018, which is the date the financial statements were issued.

- **Revenue Recognition:** Rental income is recognized as rentals become due. Rental payments received in advance are deferred until earned. All leases between the Project and the tenants are operating leases. Rental income is recorded net of vacancies. Under the Regulatory Agreement, the Project may not increase rents charged to tenants without HUD approval.

- **Functional Expenses:** Expenditures incurred in connection with project operations and expenditures made for entity purposes have been summarized on a functional basis in the Statement of Activities.

- **Cash and Cash Equivalents:** For the purposes of the Statement of Cash Flows, the Project considers all highly liquid investments purchased with maturities of three months or less to be cash equivalents.

- **Concentration of Credit Risk:** The project maintains its cash in financial institutions insured by the Federal Deposit Insurance Corporation (FDIC). Deposit accounts, at times, may exceed federally insured limits. The project has not experienced any losses in such accounts.
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Notes to the Financial Statements (continued)
December 31, 2017

Allowance for Uncollectible Receivables: Tenant receivables are charged to bad debt expense when they are determined to be uncollectible based upon a periodic review of the accounts by management. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts; however, the effect of using the direct write-off method is not materially different from the results that would have been obtained under the allowance method.

Depreciation: The Project’s land, building, improvements, and personal property are recorded at cost. Improvements are capitalized, while expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is provided by the straight-line method over the estimated useful life of the asset.

<table>
<thead>
<tr>
<th>Buildings</th>
<th>30 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Improvements</td>
<td>10-20 years</td>
</tr>
<tr>
<td>Furniture, Fixtures, and Equipment</td>
<td>3-15 years</td>
</tr>
</tbody>
</table>

Impairment of Long-Lived Assets: The Project reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flows analysis, or other valuation technique. There is no impairment loss recognized for the period ending December 31, 2017.

Debt Issuance Costs: Debt issuance costs of $105,093 are amortized over the term of the mortgage loan using the straight-line method. Accounting principles generally accepted in the United States of America require that the effective yield method be used to amortize debt issuance costs; however, the effect of using the straight-line method is not materially different from the results that would have been obtained under the effective yield method. Estimated amortization expense for the permanent loans for the next five years is expected to be $5,004. Debt issuance costs are presented as a direct deduction to the related note payable. Those debt issuance costs were previously reported as other assets. Debt issuance costs amortization is reported as a component of interest expense.

Interest Expense: The Project has expensed all interest and none has been capitalized.

Income Taxes: Neither the Project nor its nonprofit corporate owner is subject to federal income taxes under IRC 501(c)(3). The Project files information returns in the U.S. federal jurisdiction. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. There are no interest and penalties related to income taxes recognized in the statement of activities. The Project has not taken any tax positions that would significantly increase or decrease any unrecognized tax benefit within twelve months of the reporting date.
Estimates: The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Economic Concentrations: The Project's primary asset is its 68-unit apartment project. The Project's operations are concentrated in the multifamily housing real estate market. In addition, the Project operates in a regulated environment. The operations of the Project are subject to the administrative directives, rules and regulations of federal, state, and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules, and regulations are subject to change by an act of Congress, or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

2. Mortgage Payable

The mortgage note, insured by the Federal Housing Administration, is payable over 21 years in monthly installments, including principal and interest of $13,950 at 6.10%. All interest is charged to expense. This note is secured by a mortgage on the real estate and improvements thereon. The maturity date is April 1, 2028.

Maturities of the mortgage note payments for the next five years and thereafter are:

<table>
<thead>
<tr>
<th>Fiscal year ending</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>$91,805</td>
<td>$97,565</td>
<td>$103,685</td>
<td>$110,190</td>
<td>$117,103</td>
<td>$760,468</td>
</tr>
<tr>
<td>Total</td>
<td>$1,280,816</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Related Party-Identity of Interest

Related Party: Upbring
Relationship: Sponsor
Transactions: Management, Accounting, and Reimbursable Expenses
Amount paid for services: $88,611
Amount payable at December 31, 2017: $7,064

4. Management Fee

The Project has contracted with Upbring to provide management services. The charges for these services are based upon a management agreement. The charges are 4.54% of collected rental income. For the period ended December 31, 2017, management fees charged amounted to $30,557. The balance owed Upbring at December 31, 2017 is $2,546.
5. **Restricted Funds**

Under the Regulatory Agreement, the Project is required to establish and maintain a replacement reserve account for the replacement of property and other project expenditures as approved by HUD. The Project is also required to complete a computation of surplus cash. Surplus cash is the cash remaining after all expenses of the project are paid less current obligations of the current reporting period. If surplus cash exists, the Project is required to deposit surplus cash into a residual receipts account within 60 days of the Project’s year-end. Restricted funds are held in separate accounts and generally are not available for operating purposes.

6. **Unrestricted Net Assets**

None of the Project’s net assets are subject to donor-imposed restrictions. Accordingly, all net assets are accounted for as unrestricted net assets.

7. **Residual Receipts Contingency**

Regulations require the return of residual receipts to HUD unless the funds are authorized by HUD to be retained by the Project for possible future uses. The use of these funds is contingent upon HUD’s prior written approval. HUD authorized the recapture of residual receipt balances in excess of $250 per unit (“retained balance”) through the Project’s Section 8 Contract. There is no residual receipts account at December 31, 2017.
SUPPLEMENTAL INFORMATION
Trinity Place, Inc.  
(A Nonprofit Corporation)  
(Trinity Place)  
HUD Project No. 115-11154  
Supplementary Information Required by HUD  
December 31, 2017

Financial Statement Data:

### Assets

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1120</td>
<td>Cash-Operations</td>
<td>12,394</td>
</tr>
<tr>
<td>1125</td>
<td>Cash-Entity</td>
<td>4,683</td>
</tr>
<tr>
<td>1200</td>
<td>Prepaid Expenses</td>
<td>6,985</td>
</tr>
<tr>
<td>1100T</td>
<td>Total Current Assets</td>
<td>24,062</td>
</tr>
<tr>
<td>1191</td>
<td>Tenant Security Deposits Held in Trust</td>
<td>23,168</td>
</tr>
<tr>
<td>1310</td>
<td>Escrow Deposits</td>
<td>29,124</td>
</tr>
<tr>
<td>1320</td>
<td>Replacement Reserve</td>
<td>393,692</td>
</tr>
<tr>
<td>1300T</td>
<td>Total Deposits</td>
<td>422,816</td>
</tr>
<tr>
<td>1410</td>
<td>Land</td>
<td>277,705</td>
</tr>
<tr>
<td>1420</td>
<td>Buildings</td>
<td>3,125,676</td>
</tr>
<tr>
<td>1450</td>
<td>Furniture for Project/Tenant Use</td>
<td>1,820</td>
</tr>
<tr>
<td>1465</td>
<td>Office Furniture and Equipment</td>
<td>13,839</td>
</tr>
<tr>
<td>1470</td>
<td>Maintenance Equipment</td>
<td>1,832</td>
</tr>
<tr>
<td>1480</td>
<td>Motor Vehicles</td>
<td>13,889</td>
</tr>
<tr>
<td>1490</td>
<td>Miscellaneous Fixed Assets</td>
<td>37,254</td>
</tr>
<tr>
<td>1400T</td>
<td>Total Fixed Assets</td>
<td>3,471,815</td>
</tr>
<tr>
<td>1495</td>
<td>Less Accumulated Depreciation</td>
<td>2,648,263</td>
</tr>
<tr>
<td>1400N</td>
<td>Net Fixed Assets</td>
<td>823,552</td>
</tr>
<tr>
<td>1000T</td>
<td>Total Assets</td>
<td>1,293,698</td>
</tr>
</tbody>
</table>

### Liabilities

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2110</td>
<td>Accounts Payable-Operations</td>
<td>12,485</td>
</tr>
<tr>
<td>2120</td>
<td>Accrued Wages Payable</td>
<td>29,226</td>
</tr>
<tr>
<td>2121</td>
<td>Accrued Payroll Taxes Payable</td>
<td>994</td>
</tr>
<tr>
<td>2123</td>
<td>Accrued Management Fee Payable</td>
<td>2,546</td>
</tr>
<tr>
<td>2131</td>
<td>Accrued Interest Payable-First Mortgage</td>
<td>6,511</td>
</tr>
<tr>
<td>2170</td>
<td>Mortgage Payable-First Mortgage (short-term)</td>
<td>91,805</td>
</tr>
<tr>
<td>2190-020</td>
<td>Resident Fund</td>
<td>4,526</td>
</tr>
<tr>
<td>2190</td>
<td>Miscellaneous Current Liabilities</td>
<td>4,526</td>
</tr>
<tr>
<td>2122T</td>
<td>Total Current Liabilities</td>
<td>148,093</td>
</tr>
<tr>
<td>2191</td>
<td>Tenant Security Deposits Held in Trust (contra)</td>
<td>22,821</td>
</tr>
<tr>
<td>2320</td>
<td>Mortgage Payable-First Mortgage</td>
<td>1,189,011</td>
</tr>
<tr>
<td>2340</td>
<td>Debt Issuance Costs</td>
<td>51,712</td>
</tr>
<tr>
<td>2300T</td>
<td>Total Long-Term Liabilities</td>
<td>1,137,299</td>
</tr>
<tr>
<td>2000T</td>
<td>Total Liabilities</td>
<td>1,308,213</td>
</tr>
</tbody>
</table>

### Net Assets

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>3131</td>
<td>Unrestricted Net Assets</td>
<td>(14,615)</td>
</tr>
</tbody>
</table>
### Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

**HUD Project No. 115-11154**

Supplementary Data Required by HUD (continued)

December 31, 2017

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>3130</td>
<td>Total Net Assets</td>
<td>(14,615)</td>
</tr>
<tr>
<td>2033T</td>
<td>Total Liabilities and Equity/Net Assets</td>
<td>1,293,598</td>
</tr>
</tbody>
</table>

#### Rent Revenue

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>5120</td>
<td>Rent Revenue-Gross Potential</td>
<td>179,148</td>
</tr>
<tr>
<td>5121</td>
<td>Tenant Assistance Payments</td>
<td>529,344</td>
</tr>
<tr>
<td>5100T</td>
<td>Total Rent Revenue</td>
<td>708,492</td>
</tr>
</tbody>
</table>

#### Vacancies

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>5220</td>
<td>Apartments</td>
<td>28,531</td>
</tr>
<tr>
<td>5200T</td>
<td>Total Vacancies</td>
<td>28,531</td>
</tr>
<tr>
<td>5152N</td>
<td>Net Rental Revenue</td>
<td>679,961</td>
</tr>
</tbody>
</table>

#### Financial Revenue

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>5440</td>
<td>Revenue from Investments-Replacement Reserve</td>
<td>145</td>
</tr>
<tr>
<td>5400T</td>
<td>Total Financial Revenue</td>
<td>145</td>
</tr>
</tbody>
</table>

#### Other Revenue

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>5910</td>
<td>Laundry and Vending Revenue</td>
<td>1,743</td>
</tr>
<tr>
<td>5920</td>
<td>Tenant Charges</td>
<td>432</td>
</tr>
<tr>
<td>5970</td>
<td>Gifts</td>
<td>216</td>
</tr>
<tr>
<td>5900T</td>
<td>Total Other Revenue</td>
<td>2,391</td>
</tr>
<tr>
<td>5000T</td>
<td>Total Revenue</td>
<td>682,497</td>
</tr>
</tbody>
</table>

#### Administrative Expenses

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6203</td>
<td>Conventions and Meetings</td>
<td>145</td>
</tr>
<tr>
<td>6310</td>
<td>Office Salaries</td>
<td>45,533</td>
</tr>
<tr>
<td>6311</td>
<td>Office Expense</td>
<td>23,624</td>
</tr>
<tr>
<td>6320</td>
<td>Management Fee</td>
<td>30,557</td>
</tr>
<tr>
<td>6330</td>
<td>Manager or Superintendent Salaries</td>
<td>69,479</td>
</tr>
<tr>
<td>6350</td>
<td>Audit Expense</td>
<td>5,800</td>
</tr>
<tr>
<td>6351</td>
<td>Bookkeeping Fees/Accounting Services</td>
<td>8,200</td>
</tr>
<tr>
<td>6390</td>
<td>Miscellaneous Administrative Expenses</td>
<td>2,366</td>
</tr>
<tr>
<td>6263T</td>
<td>Total Administrative Expenses</td>
<td>185,704</td>
</tr>
</tbody>
</table>

#### Utilities Expense

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6450</td>
<td>Electricity</td>
<td>12,060</td>
</tr>
<tr>
<td>6451</td>
<td>Water</td>
<td>35,042</td>
</tr>
<tr>
<td>6452</td>
<td>Gas</td>
<td>1,791</td>
</tr>
<tr>
<td>6400T</td>
<td>Total Utilities Expense</td>
<td>48,893</td>
</tr>
</tbody>
</table>

#### Operating & Maintenance Expenses

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6510</td>
<td>Payroll</td>
<td>50,867</td>
</tr>
<tr>
<td>6515</td>
<td>Supplies</td>
<td>16,995</td>
</tr>
</tbody>
</table>
Trinity Place, Inc.  
(A Nonprofit Corporation)  
(Trinity Place) 
HUD Project No. 115-11154  
Supplementary Data Required by HUD (continued)  
December 31, 2017

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6520</td>
<td>Contracts</td>
<td>36,251</td>
</tr>
<tr>
<td>6525</td>
<td>Garbage and Trash Removal</td>
<td>5,811</td>
</tr>
<tr>
<td>6546</td>
<td>Heating/Cooling Repairs and Maintenance</td>
<td>6,145</td>
</tr>
<tr>
<td>6590</td>
<td>Miscellaneous Operating and Maintenance Expense</td>
<td>16</td>
</tr>
<tr>
<td>6500T</td>
<td>Total Operating and Maintenance Expenses</td>
<td>117,685</td>
</tr>
</tbody>
</table>

**Taxes & Insurance**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6711</td>
<td>Payroll Taxes</td>
<td>13,591</td>
</tr>
<tr>
<td>6720</td>
<td>Property and Liability Insurance</td>
<td>27,107</td>
</tr>
<tr>
<td>6722</td>
<td>Workmen's Compensation</td>
<td>6,253</td>
</tr>
<tr>
<td>6723</td>
<td>Health Insurance and Other Employee Benefits</td>
<td>2,102</td>
</tr>
<tr>
<td>6700T</td>
<td>Total Taxes and Insurance</td>
<td>49,053</td>
</tr>
</tbody>
</table>

**Financial Expenses**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6820</td>
<td>Interest on Mortgage (or Bonds) Payable</td>
<td>92,527</td>
</tr>
<tr>
<td>6850</td>
<td>Mortgage Insurance Premium/Service Charge</td>
<td>5,941</td>
</tr>
<tr>
<td>6800T</td>
<td>Total financial expenses</td>
<td>98,468</td>
</tr>
</tbody>
</table>

**Operating Results**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6000T</td>
<td>Total Cost of Operations Before Depreciation and Amortization</td>
<td>500,003</td>
</tr>
<tr>
<td>5060T</td>
<td>Profit (Loss) Before Depreciation and Amortization</td>
<td>182,494</td>
</tr>
<tr>
<td>6600</td>
<td>Depreciation Expenses</td>
<td>76,434</td>
</tr>
<tr>
<td>5060N</td>
<td>Operating Profit or (Loss)</td>
<td>106,060</td>
</tr>
</tbody>
</table>

**Change in Net Assets from Operations**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>3247</td>
<td>Change in Unrestricted Net Assets from Operations</td>
<td>106,060</td>
</tr>
<tr>
<td>3250</td>
<td>Change in Total Net Assets</td>
<td>106,060</td>
</tr>
</tbody>
</table>

**Part II**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1000-010</td>
<td>Total first mortgage (or bond) principal payments required during the audit period (usually 12 months). This applies to all direct loans and HUD-held and HUD-insured first mortgages.</td>
<td>86,386</td>
</tr>
<tr>
<td>S1000-020</td>
<td>The total of all monthly reserve for replacement deposits (usually 12 months) required during the audit period even if deposits have been temporarily waived or suspended.</td>
<td>62,868</td>
</tr>
<tr>
<td>S1000-030</td>
<td>Replacement Reserves or Residual Receipts and Releases which are included as expense items on this Profit and Loss statement.</td>
<td>0</td>
</tr>
<tr>
<td>S1000-040</td>
<td>Project Improvement Reserve releases under the Flexible Subsidy program that are included as expense items on this Profit and Loss statement.</td>
<td>0</td>
</tr>
</tbody>
</table>

**Equity Data**

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1100-060</td>
<td>Previous Year Unrestricted Net Assets</td>
<td>(120,675)</td>
</tr>
<tr>
<td>3247</td>
<td>Change in Unrestricted Net Assets from Operations</td>
<td>106,060</td>
</tr>
<tr>
<td>3131</td>
<td>Unrestricted Net Assets</td>
<td>(14,615)</td>
</tr>
<tr>
<td>S1100-050</td>
<td>Previous Year Total Net Assets</td>
<td>(120,675)</td>
</tr>
</tbody>
</table>
Trinity Place, Inc.  
(A Nonprofit Corporation)  

(Trinity Place)  

HUD Project No. 115-11154  

Supplementary Data Required by HUD (continued)  
December 31, 2017  

<table>
<thead>
<tr>
<th>Account</th>
<th>Change in Total Net Assets from Operations</th>
<th>106,060</th>
</tr>
</thead>
<tbody>
<tr>
<td>3250</td>
<td>Total Net Assets</td>
<td>(14,615)</td>
</tr>
</tbody>
</table>

### Cash Flow from Operating Activities

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1200-010</td>
<td>Rental Receipts</td>
<td>679,961</td>
</tr>
<tr>
<td>S1200-020</td>
<td>Interest Receipts</td>
<td>145</td>
</tr>
<tr>
<td>S1200-025</td>
<td>Gifts</td>
<td>216</td>
</tr>
<tr>
<td>S1200-030</td>
<td>Other Receipts</td>
<td>2,175</td>
</tr>
<tr>
<td>S1200-040</td>
<td>Total Receipts</td>
<td>682,497</td>
</tr>
<tr>
<td>S1200-050</td>
<td>Administrative</td>
<td>(64,274)</td>
</tr>
<tr>
<td>S1200-070</td>
<td>Management Fees</td>
<td>(30,557)</td>
</tr>
<tr>
<td>S1200-090</td>
<td>Utilities</td>
<td>(51,611)</td>
</tr>
<tr>
<td>S1200-100</td>
<td>Salaries and Wages</td>
<td>(166,216)</td>
</tr>
<tr>
<td>S1200-110</td>
<td>Operating and Maintenance</td>
<td>(67,106)</td>
</tr>
<tr>
<td>S1200-140</td>
<td>Property Insurance</td>
<td>(27,232)</td>
</tr>
<tr>
<td>S1200-150</td>
<td>Miscellaneous Taxes and Insurance</td>
<td>(65,627)</td>
</tr>
<tr>
<td>S1200-160</td>
<td>Tenant Security Deposits</td>
<td>547</td>
</tr>
<tr>
<td>S1200-180</td>
<td>Interest on Mortgage</td>
<td>(81,011)</td>
</tr>
<tr>
<td>S1200-210</td>
<td>Mortgage Insurance Premium (MIP)</td>
<td>(5,812)</td>
</tr>
<tr>
<td>S1200-230</td>
<td>Total Disbursements</td>
<td>(558,901)</td>
</tr>
<tr>
<td>S1200-240</td>
<td>Net Cash Provided by (Used in) Operating Activities</td>
<td>123,596</td>
</tr>
</tbody>
</table>

### Cash Flow from Investing Activities

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1200-245</td>
<td>Net Deposits to the Mortgage Escrow Account</td>
<td>14,627</td>
</tr>
<tr>
<td>S1200-250</td>
<td>Net Deposits to the Replacement Reserve Account</td>
<td>(63,013)</td>
</tr>
<tr>
<td>S1200-330</td>
<td>Net Purchase of Fixed Assets</td>
<td>(81,035)</td>
</tr>
<tr>
<td>S1200-350</td>
<td>Net Cash Provided by (Used in) Investing Activities</td>
<td>(109,421)</td>
</tr>
</tbody>
</table>

### Cash Flow from Financing Activities

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1200-360</td>
<td>Principal Payments-First Mortgage (or Bonds)</td>
<td>(86,386)</td>
</tr>
<tr>
<td>S1200-460</td>
<td>Net Cash Provided by (Used in) Financing Activities</td>
<td>(86,386)</td>
</tr>
<tr>
<td>S1200-470</td>
<td>Net Increase (Decrease) in Cash and Cash Equivalents</td>
<td>(72,211)</td>
</tr>
</tbody>
</table>

### Cash and Cash Equivalents

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1200-480</td>
<td>Beginning of Period</td>
<td>89,288</td>
</tr>
<tr>
<td>S1200T</td>
<td>End of Period</td>
<td>17,077</td>
</tr>
</tbody>
</table>

### Reconciliation of Net Profit (Loss) to Net Cash Provided by (Used in) Operating Activities

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>3250</td>
<td>Change in Total Net Assets from Operations</td>
<td>106,060</td>
</tr>
</tbody>
</table>

### Adjustments to Reconcile Net Profit (Loss) to Net Cash Provided by (Used in) Operating Activities

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>6600</td>
<td>Depreciation Expense</td>
<td>78,434</td>
</tr>
</tbody>
</table>
Trinity Place, Inc.  
(A Nonprofit Corporation)  
(Trinity Place)  
HUD Project No. 115-11154  

Supplementary Data Required by HUD (continued)  
December 31, 2017

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1200-496</td>
<td>Amortization of Debt Issuance Costs</td>
<td>5,005</td>
</tr>
<tr>
<td>S1200-520</td>
<td>Decrease (Increase) in Prepaid Expenses</td>
<td>(5,106)</td>
</tr>
<tr>
<td>S1200-530</td>
<td>Decrease (Increase) in Cash Restricted for Tenant Security Deposits</td>
<td>46</td>
</tr>
<tr>
<td>S1200-540</td>
<td>Increase (Decrease) in Accounts Payable</td>
<td>(63,091)</td>
</tr>
<tr>
<td>S1200-560</td>
<td>Increase (Decrease) in Accrued Liabilities</td>
<td>(2,794)</td>
</tr>
<tr>
<td>S1200-570</td>
<td>Increase (Decrease) in Accrued Interest Payable</td>
<td>6,511</td>
</tr>
<tr>
<td>S1200-580</td>
<td>Increase (Decrease) in Tenants Security Deposits Held in Trust</td>
<td>501</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>S1200-610</td>
<td>Net Cash Provided by (Used in) Operating Activities</td>
<td>123,596</td>
</tr>
</tbody>
</table>

**Reserve for Replacements:**

In accordance with the provisions of the Regulatory Agreement, restricted cash is to be used for replacement of property and various other uses, with the approval of HUD as follows:

Balance, December 31, 2016 $ 330,679
- Total Monthly Deposits 62,868
- Investment Income 145
- Approved Withdrawals 0
Balance, December 31, 2017 $ 393,692

**Deposits Suspended or Waived**
No

**Computation of Surplus Cash, Distributions, and Residual Receipts-Annual:**

Cash $ 35,562
- Total Cash 35,562

Accrued Mortgage Interest Payable 6,511
Accounts Payable-30 Days 12,485
Accrued Expenses [not escrowed] 32,766
Tenant Security Deposits Liability 22,821
- Total Current Obligations 74,583
Surplus Cash (Deficiency) $ (39,021)
Trinity Place, Inc.  
(A Nonprofit Corporation)  
(Trinity Place)  

HUD Project No. 115-11154  

Supplementary Data Required by HUD (continued)  
December 31, 2017  

Schedule of Fixed Assets Accounts-Detail:  

<table>
<thead>
<tr>
<th>Description</th>
<th>Beginning Balance</th>
<th>Additions</th>
<th>Deductions</th>
<th>Ending Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$ 277,705</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 277,705</td>
</tr>
<tr>
<td>Buildings</td>
<td>3,064,641</td>
<td>61,035</td>
<td>0</td>
<td>3,125,676</td>
</tr>
<tr>
<td>Furniture for Project/Tenant Use</td>
<td>1,820</td>
<td>0</td>
<td>0</td>
<td>1,820</td>
</tr>
<tr>
<td>Office Furniture and Equipment</td>
<td>13,839</td>
<td>0</td>
<td>0</td>
<td>13,839</td>
</tr>
<tr>
<td>Maintenance Equipment</td>
<td>1,832</td>
<td>0</td>
<td>0</td>
<td>1,832</td>
</tr>
<tr>
<td>Motor Vehicles</td>
<td>13,689</td>
<td>0</td>
<td>0</td>
<td>13,689</td>
</tr>
<tr>
<td>Miscellaneous Fixed Assets</td>
<td>37,254</td>
<td>0</td>
<td>0</td>
<td>37,254</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 3,410,780</strong></td>
<td><strong>$ 61,035</strong></td>
<td><strong>$ 0</strong></td>
<td><strong>3,471,815</strong></td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>$ 2,571,829</td>
<td>$ 76,434</td>
<td>$ 0</td>
<td>$ 2,648,263</td>
</tr>
<tr>
<td><strong>Net Book Value</strong></td>
<td><strong>$ 823,552</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen/Bath Cabinets (9 Units)</td>
<td>$ 37,460</td>
<td></td>
</tr>
<tr>
<td>Vinyl Flooring (6 Units)</td>
<td>6,687</td>
<td></td>
</tr>
<tr>
<td>New A/C Units (4 Units)</td>
<td>16,888</td>
<td></td>
</tr>
</tbody>
</table>
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Schedule of Expenditures of Federal Awards
December 31, 2017

<table>
<thead>
<tr>
<th>Federal Grantor/Pass-through Grantor/Program Title</th>
<th>Federal CFDA Number</th>
<th>Federal Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Department of Housing and Urban Development Section 8 Housing Assistance Payments</td>
<td>14.195</td>
<td>$ 529,344</td>
</tr>
<tr>
<td>U.S. Department of Housing and Urban Development Section 207/223(f) Direct Loan</td>
<td>14.155</td>
<td>1,367,202</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 1,896,546</td>
</tr>
</tbody>
</table>

Basis of Presentation: The accompanying schedule of expenditures of federal awards includes the federal grant activity of Trinity Place, Inc., (A Nonprofit Corporation), (Trinity Place), HUD Project No. 115-11154, and is prepared on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Summary of Significant Accounting Policies: Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Project has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

U.S. Department of Housing and Urban Development Loan Program:

Ending Balances

| U.S. Department of Housing and Urban Development Section 207/223(f) Direct Loan | 14.155 | 1,280,816 |
Summary Schedule of Prior Audit Findings

There are no open findings from the prior audit report.
Independent Auditors’ Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards

To the Directors
Trinity Place, Inc.
(Trinity Place)

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Trinity Place, which comprise the statement of financial position as of December 31, 2017, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 21, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Trinity Place’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Trinity Place’s internal control. Accordingly, we do not express an opinion on the effectiveness of Trinity Place’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Trinity Place’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.
Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Maddox & Associates, APC

Baton Rouge, Louisiana
February 21, 2018
Independent Auditors’ Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Directors
Trinity Place, Inc.
(Trinity Place)

Report on Compliance for Each Major Federal Program

We have audited Trinity Place’s compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Trinity Place’s major federal programs for the year ended December 31, 2017. Trinity Place’s major federal programs are identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor’s Responsibility
Our responsibility is to express an opinion on compliance for each of Trinity Place’s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Trinity Place’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Trinity Place’s compliance.

Opinion on Each Major Federal Program
In our opinion, Trinity Place complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.
Report on Internal Control Over Compliance

Management of Trinity Place is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Trinity Place’s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Trinity Place’s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Maddox & Associates, APC

Baton Rouge, Louisiana
February 21, 2018
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Schedule of Findings and Questioned Costs
For the Year Ended December 31, 2017

A. Summary of Audit Results

1. The auditors’ report expresses an unmodified opinion on the financial statements of Trinity Place.

2. Material weaknesses were not identified during the audit of the financial statements.

3. Instances of noncompliance material to the financial statements of Trinity Place were not disclosed during the audit.

4. Material weaknesses were not identified during the audit of the major federal award programs.

5. The auditors’ report on compliance for the major federal award programs for Trinity Place expresses an unmodified opinion.

6. The audit disclosed no findings required to be reported.

7. The programs tested as major programs included:

<table>
<thead>
<tr>
<th>Name of Federal Program or Cluster</th>
<th>CFDA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 8 Housing Assistance Payments</td>
<td>14.195</td>
</tr>
<tr>
<td>Section 207/223(f) Direct Loan</td>
<td>14.155</td>
</tr>
</tbody>
</table>

8. The threshold for distinguishing Type A and Type B programs was $750,000.

9. Trinity Place qualified as a low-risk auditee.

B. Findings-Financial Statement Audit

None

C. Findings and Questioned Costs-Major Federal Award Programs Audit

None
Corrective Action Plan

No matters were reported for the current period audit. There are no unresolved findings from prior year audits.
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Certification of Officers

We hereby certify that we have examined the accompanying financial statements and supplemental data of Trinity Place, Inc., (A Nonprofit Corporation), (Trinity Place), HUD Project No. 115-11154 as of December 31, 2017, and, to the best of our knowledge and belief, the same are accurate and complete.

Signature: 

Rick Salvo, President
Trinity Place, Inc.
February 21, 2018

Signature: 

Vince Brunssen, Vice President
Trinity Place, Inc.
February 21, 2018

Employer Identification Number: 74-2235175
Trinity Place, Inc.
(A Nonprofit Corporation)

(Trinity Place)

HUD Project No. 115-11154

Management Agent's Certification

I hereby certify that I have examined the accompanying financial statements and supplemental data of Trinity Place, Inc., (A Nonprofit Corporation), (Trinity Place), HUD Project No. 115-11154 as of December 31, 2017, and, to the best of my knowledge and belief, the same are accurate and complete.

Signature: [Signature]

Holly B. Raymond, Senior Vice President of Finance
Upbring
Employer ID #: 74-1109745
February 21, 2018
Independent Accountants' Report on Applying Agreed-Upon Procedures

To the Directors
Trinity Place, Inc.
(Trinity Place)

We have performed the procedure described in the second paragraph of this report, which was agreed to by Trinity Place, Inc. (A Nonprofit Corporation), (Trinity Place), HUD Project No. 115-11154 and the U.S. Department of Housing and Urban Development, Public Indian Housing-Real Estate Assessment Center (PIH-REAC), on whether the electronic submission of certain information agrees with the related hard copy documents within the audit reporting package. Trinity Place is responsible for the accuracy and completeness of the electronic submission. The sufficiency of the procedure is solely the responsibility of Trinity Place and PIH-REAC. Consequently, we make no representation regarding the sufficiency of the procedure described below either for the purpose for which this report has been requested or for any other purpose.

We compared the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Documents" column. The associated findings from the performance of our agreed-upon procedure indicate agreement or non-agreement of the electronically submitted information and hard copy documents as shown in the attached chart.

This agreed-upon procedure engagement was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on whether the electronic submission of the items listed in the "UFRS Rule Information" column agrees with the related hard copy documents within the audit reporting package. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We were engaged to perform an audit in accordance with the audit requirements of Title 2 U.S. Code of the Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), by Trinity Place as of and for the year ended December 31, 2017, and have issued our reports thereon dated February 21, 2018. The information in the "Hard Copy Documents" column was included within the scope, or was a by-product of that audit. Further, our opinion on the fair presentation of the supplemental financial data templates dated February 21, 2018, was expressed in relation to the basic financial statements of Trinity Place taken as a whole.

A copy of the financial statement package required by the Uniform Guidance, which includes the auditors' reports, is available in its entirety from Trinity Place. We have not performed any additional auditing procedures since the date of the aforementioned audit reports. Further, we take no responsibility for the security of the information transmitted electronically to the U.S. Department of Housing and Urban Development, PIH-REAC.
The purpose of this report on applying the agreed-upon procedures is solely to describe the procedure performed on the electronic submission of the items listed in the "UFRS Rule Information" column and the associated findings, and not to provide an opinion or conclusion. Accordingly, this report is not suitable for any other purpose.

Maddox & Associates, APC

March 23, 2018
Attachment to Independent Accountants' Report on Applying Agreed-Upon Procedures

<table>
<thead>
<tr>
<th>UFRS Rule Information</th>
<th>Hard Copy Document(s)</th>
<th>Findings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Sheet, Revenue and Expense and Cash Flow Data (account numbers 1120 to 7100T and the S1200 series)</td>
<td>Supplemental Schedules with Financial Statement Data</td>
<td>Agrees</td>
</tr>
<tr>
<td>Surplus Cash (S1300 series of accounts)</td>
<td>Computation of Surplus Cash, Distributions and Residual Receipts (Annual)</td>
<td>Agrees</td>
</tr>
<tr>
<td>Footnotes (S3100 series of accounts)</td>
<td>Notes to the Financial Statements</td>
<td>Agrees</td>
</tr>
<tr>
<td>Type of Opinion on the Financial Statements and Auditor Reports (S3400, S3500, and S3600 series of accounts)</td>
<td>Auditors’ Reports on the Financial Statements, Compliance and Internal Control</td>
<td>Agrees</td>
</tr>
<tr>
<td>Type of Opinion on Supplemental Data (account S3400-100)</td>
<td>Auditors' Report on Supplemental Data</td>
<td>Agrees</td>
</tr>
<tr>
<td>Auditor Findings Narrative (S3800 series of accounts)</td>
<td>Schedule of Findings and Questioned Costs</td>
<td>Agrees</td>
</tr>
<tr>
<td>General Information (S3300, S3700, and S3800 series of accounts)</td>
<td>Schedule of Findings and Questioned Costs and Federal Awards Data</td>
<td>Agrees</td>
</tr>
</tbody>
</table>
Trinity Place Relocation Plan

- **Project Description**
  
  Trinity Place project involves property improvements to an existing residential complex located in Round Rock, TX. The proposed scope of work includes upgrades to residential units, common areas, parking and accessibility improvements. Trinity Place consists of 68 income qualified units in multi-building site. There are 23 resident buildings with two (2) to four (4) units in each and one (1) community building. All relocation efforts will be solely temporary relocations, lasting no more than 12 months as stated in the URA regulations.

- **National Church Residences Capacity**
  
  National Church Residences has extensive experience rehabilitating occupied housing developments. National Church Residences’ relocation team for this project is comprised of National Church Residences’ Relocation Project Leader, on-site property management, National Church Residences Development Project Leader and National Church Residences regional management staff. This team has experience in working with the URA requirements and specifically in managing the temporary relocation of residents required to vacate their housing unit to allow for renovations. The relocation plan has been developed to ensure compliance with the temporary relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). National Church Residences will coordinate all aspects of the relocation, including securing comparable on-site and off-site accommodations, hiring movers to pack and move residents’ belongings, and keeping residents informed of the renovation process by sending out notifications, newsletters and arranging resident meetings. Furthermore, the team provides a relocation hotline so that residents can voice any concerns or comments about the relocation process and get a direct response and resolution, ensuring their continued comfort throughout the renovation.

- **National Church Residences Relocation Staff**
  
  - Sarajane Steffes, Community Relations Manager will serve as the Relocation Project Leader, National Church Residences: oversees the relocation details, including URA regulations, plans and implements temporary relocation of all construction projects that require such services for National Church Residence portfolio. Since 2013, Sarajane successfully oversaw 1000+ moves and provided appropriate accommodations in accordance with URA regulations for over 700 residents nationwide.
  
  - Property Manager, Trinity Place, National Church Residences
  
  - Michelle Hallum, Regional Portfolio Leader, National Church Residences

- **Planned Displacement**
  
  The renovation of Trinity Place will take place in approximately 10 phases. Each phase will consist of two to three (2-3) resident buildings, one (1) phase will include the four (4)
handicap accessible apartments and the final phase will be the community building. Each phase will include approximately seven (7) resident units.

In an effort to minimize resident displacement, National Church Residences will stop leasing vacant units to try to gain up to six (6) units to use for resident comfort during the construction period. Construction will need to reconfigure four (4) handicap accessible apartments. This work will require the four (4) residents living in these units to move temporarily. These four (4) residents will move to four (4) of the vacant units within the building. Once construction is complete, the residents will move back to their original units. Simultaneously, construction will be working within the remaining 64 standard units. Work in these units will not require residents to relocate overnight, but we will ask these residents to leave during the day while work completes in their unit. We will provide a hospitality suite in the remaining two (2) vacant units, furnished with chairs, television and snacks for residents to rest in while we ask them to be out of their apartment. At the end of the work day, residents will be invited to return to their apartments. We will continue in this fashion until all resident units are complete. Once all units are complete, the property can lease up the vacant units through their waitlist and marketing efforts.

Execution of the relocation plan will be done in tandem with the General Contractor as the work schedule often dictates the timing of these relocations. National Church Residences works very closely with the General Contractor so that the relocation can occur with minimal disruptions to the lives of the residents.

The duration for work on resident units is currently an estimate and will be clearly defined and finalized. This relocation plan ties to the current assumptions that will be used for the renovation. All residents’ moving arrangements will be coordinated by National Church Residences’ Development Team.

- **Temporary housing units**

While we do not believe residents will be required to move offsite, National Church Residences has identified multiple suitable apartment complexes in close proximity of the site that will be suitable temporary accommodations. Should offsite relocation be required, a survey of the residents and careful evaluation of the apartment complex will ensure that the needs of the residents will be met in this temporary location. Residents may also live with family members nearby if they so choose after being informed of their rights under URA. National Church Residences will coordinate all leasing of offsite units. National Church Residences will pay the Landlord rent directly while residents continue to pay National Church Residences their current rent.
**Notices and Advisory Services**

All residents will receive the necessary documentation as called for by the URA. Every affected resident will receive reasonable advance written notice of (a) the date of the temporary relocation, (b) the address of the suitable, decent, safe and sanitary dwelling to be made available for the temporary period, (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe and sanitary dwelling in the building/complex upon completion of the project, and (d) the resident’s right to relocation payments.

- **Process Used to Notify & Consult with the Residents of the Application**

  The Developer, National Church Residences has posted several notices at the property notifying residents of the application for housing tax credits and the potential rehabilitation of the Trinity Place community. All residents have been issued a notice regarding the proposed rehabilitation.

  In October, National Church Residences held a resident meeting to discuss the Developer’s intent to seek tax credit financing for the renovation of Trinity Place. At the meeting residents were informed of the preliminary plans for renovations and how the repairs would be undertaken. Additionally, residents were informed of the TDHCA timeframe for application submissions, board meetings and award notifications.

- **Timeline for URA steps with staff assignments**

  - Resident meeting was hosted in October to alert residents to potential application and possibility for relocation. Residents formed a Resident Association and provided letter of support for the application. **Property Manager and National Church Residences**

  - GIN notices have been provided to all tenants; **Property Manager and National Church Residences**

  - Once funding has been finalized and construction schedules have been finalized National Church Residences will provide updated information to the residents of Trinity Place; additional advisory services will be provided for the residents that will be temporarily relocating; **Property Manager and National Church Residences**

  - Notices of Non-Displacement will be provided to all tenants once the construction loan document has been signed by TDHCA. **Property Manager and National Church Residences**

  - Relocated residents will be provided as much notice as possible of their move and will be provided at least a 14 day notice of their exact move date for the upcoming move; moving supplies and/or packing services will be provided; National Church Residences will provide moving to a safe and secure location along with services to bring contents back at the completion of the construction; **Property Manager and National Church Residences**

  - National Church Residences will work with the residents throughout the process to ensure that URA compliance is maintained and resident questions and concerns are answered; **Property Manager, National Church Residences**,
Residents temporarily relocated will return to newly renovated units within the property and all out of pocket expenses will be covered by the project Property Manager and National Church Residences.

- **Record keeping**
  - National Church Residences will maintain all notices and evidence that they were received by all residents;
  - Records will track the occupancy from the submission of the request for federal funding through the completion of the project; residents moving into the project after the initial GIN notices were issued will receive appropriate notices;
  - Records will provide documentation of all relocation related expenses and evidence that tenants were reimbursed for any out of pocket expenses.

- **Relocation Payments**
  
  Lease-compliant residents will receive reimbursement for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing, utility transfer and storage costs.

  **Budget**

  National Church Residences has allocated $89,400 for all moving costs, packing and unpacking, storage units, utility transfers, laundry, incentives, and any other miscellaneous and unforeseen costs associated with the units involved in relocation for this project.

- **Timeline**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Location</th>
<th>Number of units</th>
<th>Construction Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1</td>
<td>2 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
</tr>
<tr>
<td>Phase 2</td>
<td>2 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
</tr>
<tr>
<td>Phase 3</td>
<td>2 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
</tr>
<tr>
<td>Phase 4</td>
<td>2 resident buildings</td>
<td>5 units</td>
<td>1 month</td>
</tr>
<tr>
<td>Phase 5</td>
<td>2 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
</tr>
<tr>
<td>Phase 6</td>
<td>3 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
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<tr>
<td>Phase 7</td>
<td>2 resident buildings</td>
<td>6 units</td>
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<tr>
<td>Phase 8</td>
<td>2 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
</tr>
<tr>
<td>Phase 9</td>
<td>2 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
</tr>
<tr>
<td>Phase 10 (handicap units)</td>
<td>4 resident buildings</td>
<td>7 units</td>
<td>1 month</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>Community building</td>
<td></td>
<td>0 units</td>
<td>3 months</td>
</tr>
<tr>
<td>Moves</td>
<td>Units</td>
<td>Cost per Unit</td>
<td>Budgeted Number</td>
</tr>
<tr>
<td>-------------</td>
<td>-------</td>
<td>---------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Moves - standard</td>
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<td>$800.00</td>
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<tr>
<td>Moves - HC</td>
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<tr>
<td>Flooring Units</td>
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<tr>
<td>Sub-Total</td>
<td>66</td>
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<td>$75,200.00</td>
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<thead>
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<th>Hospitality</th>
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<tr>
<td>Set up</td>
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<td>$2,500.00</td>
<td>$5,000.00</td>
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<tr>
<td>Food</td>
<td>64</td>
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<tr>
<td>Electric</td>
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<td>$100.00</td>
<td>$2,400.00</td>
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<tr>
<td>Cable</td>
<td>24</td>
<td>$100.00</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>Storage</td>
<td>0</td>
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<td>-</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
<td></td>
<td>$13,000.00</td>
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<table>
<thead>
<tr>
<th>Utility Transfers</th>
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<tr>
<td>Electric</td>
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<td>$50.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Cable</td>
<td>8</td>
<td>$50.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Phone</td>
<td>8</td>
<td>$50.00</td>
<td>$400.00</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
<td></td>
<td>$1,200.00</td>
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<table>
<thead>
<tr>
<th>Laundry</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Laundry service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundry equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
<td></td>
<td>$-</td>
</tr>
</tbody>
</table>

Other

| TOTAL             |       |               | $89,400.00      |
In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK

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

Residential Building floor plans should include the following, building by building:
- separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
- location of accessible units (unless included on Site Plan).

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

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

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

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

Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
### Project Summary

#### Trinity Place

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>S.F.</th>
<th>Unconditioned Area</th>
<th>Building Type</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A  B  C  D  E</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4  3  5  2  1</td>
</tr>
<tr>
<td>Unit A-1</td>
<td>One Bedroom, One Bath</td>
<td>565</td>
<td>131</td>
<td></td>
</tr>
<tr>
<td>Unit A-2</td>
<td>One Bedroom, One Bath</td>
<td>516</td>
<td>100</td>
<td>4</td>
</tr>
<tr>
<td>Unit A-2 Alt</td>
<td>One Bedroom, One Bath</td>
<td>516</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Type A</strong></td>
<td><strong>26,561</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unit E-1</td>
<td>Efficiency Bedroom, One Bath</td>
<td>484</td>
<td>121</td>
<td></td>
</tr>
<tr>
<td>Unit E-2</td>
<td>Efficiency Bedroom, One Bath</td>
<td>466</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Type E</strong></td>
<td><strong>7,958</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Unit Count</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Net Rentable Square Footage by Building Type</strong></td>
<td></td>
<td></td>
<td>2064</td>
</tr>
<tr>
<td></td>
<td><strong>Total Net Rentable Square Footage</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Porch Totals</strong></td>
<td></td>
<td></td>
<td>400</td>
</tr>
<tr>
<td></td>
<td>Includes storage</td>
<td></td>
<td></td>
<td>3,993</td>
</tr>
<tr>
<td></td>
<td><strong>Community Center</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Project Total Gross Square Footage</strong></td>
<td></td>
<td></td>
<td>9856</td>
</tr>
<tr>
<td></td>
<td>Total fully accessible handicap as required:</td>
<td></td>
<td>5% of 51 (Unit type A) = (2.55) 3 units</td>
<td>5% of 17 (Unit type E) = (0.85) 1 units</td>
</tr>
<tr>
<td></td>
<td>Total sight and hearing impaired units provided:</td>
<td></td>
<td>2% of 51 (Unit type A) = (1.02) 1 Unit</td>
<td>2% of 17 (Unit type E) = (0.34) 1 Unit</td>
</tr>
<tr>
<td></td>
<td><strong>Parking</strong></td>
<td></td>
<td></td>
<td>Surface</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HC spaces</td>
</tr>
</tbody>
</table>
SITE PLAN

TRINITY PLACE - MARCH 26, 2019

- Minor utility repairs
- Replace fence
- Refurbish gazebo/picnic shelter
- ADA compliance modifications
- Replace all mailboxes and add concrete pads
- New and replacement wheel stops
- Resurface asphalt paving, re-seal and re-stripe
- New project signage
- Replace material storage shed
- Rebuild community garden
- Add trellis structure with outdoor seating
- Replace dumpster enclosures
- Remove all clothes lines

NOTE:
- PARKING MEETS LOCAL REQUIREMENTS AS DESIGNATED BY ZONING LETTER
- TOTAL HANDICAP PARKING SPACES PROVIDED: 9 SPACES, 2 VAN ACCESSIBLE

LEGEND:

H/C ACCESSIBLE HANDICAP UNIT (4 TOTAL)
S/H SIGHT AND HEARING IMPAIRED UNIT (2 TOTAL)

PERIMETER FENCE
UTILITY EASEMENT
DETENTION POND
2 VAN ACCESSIBLE SPACES
CLUBHOUSE
COMMUNITY GARDEN AND TRELLIS
GAZEBO
ACCESSIBLE ROUTE TO PUBLIC STREET
ACCESSIBLE ROUTE
UTILITY EASEMENT

6.830 +/- ACRES
## Clubhouse Square Footage

<table>
<thead>
<tr>
<th>Area</th>
<th>Conditioned</th>
<th>Non-conditioned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Room</td>
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<td>Kitchen</td>
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<tr>
<td>Storage 2</td>
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<tr>
<td>Laundry</td>
<td>246</td>
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<td>887</td>
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<td>Porch 2</td>
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<td>Total Gross</td>
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---

### Clubhouse Scope

- Modify laundry room cabinets and tops to be accessible
- Reconstruct porch at mailbox
- Install lever hardware in common areas
- Replace exterior entry doors
- New asphalt roof shingles, eave drip, gutters, & downspouts
- New clubhouse appliances
- Repaint building exterior
- Upgrade exterior finishes - Cementitious siding above masonry wainscot
- Rework kitchen and bathroom; restructuring, new ceilings, walls, MEPs, new hardware, interior paint & new wood trim
CLUBHOUSE SCOPE
- Modify laundry room cabinets and tops to be accessible
- Reconstruct porch at mailbox
- Install lever hardware in common areas
- Replace exterior entry doors
- New asphalt roof shingles, eave drip, gutters, & downspouts
- New clubhouse appliances
- Repaint building exterior
- Upgrade exterior finishes - Cementitious siding above masonry wainscot
- Rework kitchen and bathroom; restructuring, new ceilings, walls, MEPs, new hardware, interior paint & new wood trim

FIBER CEMENT SIDING - 60%
MASONRY - 40%

SCALE: 1/16" = 1'-0"
TYPICAL UNIT SCOPE
- Replace and duct bathroom exhaust fans
- Install (1) additional GFCI outlet at unit kitchens and (1) at exterior
- Install compliant smoke alarms in all units
- LVT in lieu of VCT 12x12 Tile replacement
- Standard Bath Vanity Cabinets
- Standard Kitchen Cabinets and Countertops
- New Disposal
- Blinds or window coverings
- LED lighting - replace fixtures
- New Energy Star Ceiling Fans
- New WaterSense Toilets
- New WaterSense Showerheads
- Replace storm screen doors
- New Energy Star Refrigerator w/ icemaker
- New Oven/Range - Self cleaning
- Remove existing unit carpet and installing vinyl plank or tile (28 units)
- Replace and replace shower, add blocking and grab bars
- Patch & repaint unit interiors
- New vanity mirrors in all units (lowering HC Units restroom mirrors)
- Replace call devices in all units

HC UNIT SCOPE
- Relocated bed/bath door to provide clearance.
- Install new kitchen sinks faucets and insulate exposed pipes
- Lower shelf and rod in closet
- Remove and replace shower, add blocking and mount grab bars
- Install pipe protection in bathrooms
- Reconstruct accessible entry landing at front door
- Modify front door hardware and remove storm door
- Reswing rear door and modify hardware
- Relocate T-stat
- Modify cabinets, wing wall and add hood switch at wall for range accessibility and 30” workspace
- Add kitchen GFCI in accessible location
- Remove linen cabinet and patch holes
- Sensory Impaired unit upgrades

ACCESSIBLE ONE BEDROOM, ONE BATH

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.
TYPICAL UNIT SCOPE
- Replace and duct bathroom exhaust fans
- Install (1) additional GFCI outlet at unit kitchens and (1) at exterior
- Install compliant smoke alarms in all units
- LVT in lieu of VCT 12x12 Tile replacement
- Standard Bath Vanity Cabinets
- Standard Kitchen Cabinets and Countertops
- New Disposal
- Blinds or window coverings
- LED lighting - replace fixtures
- New Energy Star Ceiling Fans
- New WaterSense Toilets
- New WaterSense Showerheads
- Replace storm screen doors
- New Energy Star Refrigerator w/ icemaker
- New Oven/Range - Self cleaning
- Remove existing unit carpet and installing vinyl plank or tile (28 units)
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- Patch & repaint unit interiors
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- Replace call devices in all units
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- Replace and duct bathroom exhaust fans
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- Reswing rear door and modify hardware
- Relocate T-stat
- Modify cabinets, wing wall and add hood switch at wall for range accessibility and 30” workspace
- Add kitchen GFCI in accessible location
- Remove linen cabinet and patch holes
- Sensory Impaired unit upgrades

ACCESSIBLE EFFICIENCY BEDROOM, ONE BATH
484 S.F.

NOTE: ACCESSIBILITY NOTES REFER TO FULLY ACCESSIBLE UNITS.

SCALE: 1/8" = 1'-0"

UNIT E-1 FLOOR PLAN
TRINITY PLACE - FEBRUARY 22, 2019
TYPICAL UNIT SCOPE

- Replace and duct bathroom exhaust fans
- Install (1) additional GFCI outlet at unit kitchens and (1) at exterior
- Install compliant smoke alarms in all units
- LVT in lieu of VCT 12x12 Tile replacement
- Standard Bath Vanity Cabinets
- Standard Kitchen Cabinets and Countertops
- New Disposal
- Blinds or window coverings
- LED lighting - replace fixtures
- New Energy Star Ceiling Fans
- New WaterSense Toilets
- New WaterSense Showerheads
- Replace storm screen doors
- New Energy Star Refrigerator w/ icemaker
- New Oven/Range - Self cleaning
- Remove existing unit carpet and installing vinyl plank or tile (28 units)
- Remove and replace shower, add blocking and grab bars
- Patch & repaint unit interiors
- New vanity mirrors in all units (lowering HC Units restroom mirrors)
- Replace call devices in all units
Per applicant elevations will not be altered. Accessible units will be given proper clearance within only. -LC

BUILDING TYPE A ELEVATIONS & FLOOR PLAN

FLOOR PLAN
SCALE: 1/16" = 1’-0”

TYPICAL APARTMENT BUILDING SCOPE
- Replace aluminum framed windows with E-Star windows with screens
- Replace metal fascia and soffit panels
- Replace gutters, downspouts & drip edge
- Replace building entry doors
- Replace Roof Shingles (2 buildings)
- Demo lattice at unit entries and replace with new railing each side of door & landscape/plant feature
- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding

LEGEND:
H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPAIRED UNIT
TYPICAL APARTMENT BUILDING SCOPE
- Replace aluminum framed windows with E-Star windows with screens
- Replace metal fascia and soffit panels
- Replace gutters, downspouts & drip edge
- Replace building entry doors
- Replace Roof Shingles (2 buildings)
- Demo lattice at unit entries and replace with new railing each side of door & landscape/plant feature
- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding
FIBER CEMENT SIDING - 100%

LEGEND:

<table>
<thead>
<tr>
<th>H/C</th>
<th>ACCESSIBLE HANDICAP UNIT</th>
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</thead>
<tbody>
<tr>
<td>S/H</td>
<td>SIGHT AND HEARING IMPAIRED UNIT</td>
</tr>
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</table>

TYPICAL APARTMENT BUILDING SCOPE
- Replace aluminum framed windows with E-Star windows with screens
- Replace metal fascia and soffit panels
- Replace gutters, downspouts & drip edge
- Replace building entry doors
- Replace Roof Shingles (2 buildings)
- Demo lattice at unit entries and replace with new railing each side of door & landscape/plant feature
- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding
FIBER CEMENT SIDING - 100%

LEGEND:
- H/C ACCESSIBLE HANDICAP UNIT
- S/H SIGHT AND HEARING IMPAIRED UNIT

TYPICAL APARTMENT BUILDING SCOPE
- Replace aluminum framed windows with E-Star windows with screens
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**FIBER CEMENT SIDING - 100%**

**TYPICAL APARTMENT BUILDING SCOPE**
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- Demo lattice at unit entries and replace with new railing each side of door & landscape/plant feature
- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding

**LEGEND:**
- H/C ACCESSIBLE HANDICAP UNIT
- S/H SIGHT AND HEARING IMPAIRED UNIT
ELEVATIONS
FIBER CEMENT SIDING - 100%

SIDE
OPPOSITE ELEVATION MIRRORED

TYPICAL APARTMENT BUILDING SCOPE
- Replace aluminum framed windows with E-Star windows with screens
- Replace metal fascia and soffit panels
- Replace gutters, downspouts & drip edge
- Replace building entry doors
- Replace Roof Shingles (2 buildings)
- Demo lattice at unit entries and replace with new railing each side of door & landscape/plant feature
- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding

LEGEND:
H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPAIRED UNIT
FIBER CEMENT SIDING - 100%

TYPICAL APARTMENT BUILDING SCOPE
- Replace aluminum framed windows with E-Star windows with screens
- Replace metal fascia and soffit panels
- Replace gutters, downspouts & drip edge
- Replace building entry doors
- Replace Roof Shingles (2 buildings)
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- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding
FIBER CEMENT SIDING - 100%

TYPICAL APARTMENT BUILDING SCOPE
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- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding

LEGEND:
H/C ACCESSIBLE HANDICAP UNIT
S/H SIGHT AND HEARING IMPAIRED UNIT
FIBER CEMENT SIDING - 100%

LEGEND:
- H/C ACCESSIBLE HANDICAP UNIT
- S/H SIGHT AND HEARING IMPAIRED UNIT

TYPICAL APARTMENT BUILDING SCOPE
- Replace aluminum framed windows with E-Star windows with screens
- Replace metal fascia and soffit panels
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- Demo lattice at unit entries and replace with new railing each side of door & landscape/plant feature
- Repaint all building exteriors
- Cementitious siding in lieu of vinyl siding
# Drawing Index

<table>
<thead>
<tr>
<th>Drawing Title</th>
<th>Page</th>
</tr>
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<tbody>
<tr>
<td>PROJECT SUMMARY</td>
<td>2</td>
</tr>
<tr>
<td>SITE PLAN</td>
<td>3</td>
</tr>
<tr>
<td>CLUBHOUSE FLOOR PLAN</td>
<td>4</td>
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<tr>
<td>CLUBHOUSE ELEVATIONS</td>
<td>5</td>
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<tr>
<td>UNIT A-1 FLOOR PLAN</td>
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<td>UNIT A-2 FLOOR PLAN</td>
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<td>UNIT A-2 ALT FLOOR PLAN</td>
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<td>UNIT E-1 FLOOR PLAN</td>
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<td>BUILDING TYPE A ELEVATIONS &amp; FLOOR PLAN</td>
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<td>EXISTING PHOTOS</td>
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## Project Summary

### Trinity Place

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<th>S.F.</th>
<th>Unconditioned Area</th>
<th>Building Type</th>
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<td>Unit A-1</td>
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<td>100</td>
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<td>Unit A-2 Alt</td>
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<td>Unit E-1</td>
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<td><strong>Net Renterable Square Footage by Building Type</strong></td>
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<td>1356</td>
<td>2064</td>
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<td><strong>Net Rentable Square Footage</strong></td>
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<tr>
<td><strong>Porch Totals</strong></td>
<td>Includes storage</td>
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<td>200</td>
<td>400</td>
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<td><strong>Community Center</strong></td>
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<td><strong>Project Total Gross Square Footage</strong></td>
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<td>984</td>
<td>5544</td>
<td>6160</td>
<td>4928</td>
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</tbody>
</table>

**Total fully accessible handicap as required:**

- 5% of 51 (Unit type A) = (2.55) 3 units
- 2% of 17 (Unit type E) = (0.34) 1 unit

**Total sight and hearing impaired units provided:**

- 2% of 51 (Unit type A) = (1.02) 1 Unit
- 2% of 17 (Unit type E) = (0.34) 1 Unit

**Parking**

- Surface: 70
- HC spaces: 6
6.830 +/- ACRES

NOTE:
- PARKING MEETS LOCAL REQUIREMENTS AS DESIGNATED BY ZONING LETTER
- TOTAL HANDICAP PARKING SPACES PROVIDED

LEGEND:
- H/C ACCESSIBLE HANDICAP UNIT (4 TOTAL)
- S/H SIGHT AND HEARING IMPAIRED UNIT (2 TOTAL)

Site
- Minor utility repairs
- Replace fence
- Refurbish gazebo/picnic shelter
- ADA compliance modifications
- Replace all mailboxes and add concrete pads
- New and replacement wheel stops
- Resurface asphalt paving, re-seal and re-stripe
- New sculpt signage
- Replace material storage shed
- Rebuild community garden
- Add trellis structure with outdoor seating
- Replace dumpster enclosures
- Remove all clothes lines

PERIMETER FENCE
EXISTING PHOTOS

APARTMENT EXTERIOR

UNIT KITCHEN INTERIOR

UNIT BATHROOM INTERIOR
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Configuration (Check all that apply):" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 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>SRO</th>
<th>Transitional (per §42(i)(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>Fourplex</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
</table>

#### Development will have:

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

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

<table>
<thead>
<tr>
<th>Shed or Flat Roof Carport Spaces</th>
<th>Detached Garage Spaces</th>
<th>Attached Garage Spaces</th>
<th>Uncovered Spaces</th>
<th>Structured Parking Garage Spaces</th>
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</thead>
</table>

#### Floor Composition/Wall Height:

<table>
<thead>
<tr>
<th>% Carpet/Vinyl/Resilient Flooring</th>
<th>Ceiling Height</th>
<th>% Ceramic Tile</th>
<th>Upper Floor(s) Ceiling Height (Townhome Only)</th>
<th>% Other</th>
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</table>

#### Unit Types

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
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</thead>
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<tr>
<td>A-1</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>5</td>
</tr>
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<td>A-2</td>
<td>1</td>
<td>3</td>
<td>2</td>
<td>35</td>
</tr>
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<td>A-2a</td>
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<td>2</td>
<td>3</td>
<td>11</td>
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<tr>
<td>E-1</td>
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<tr>
<td>E-2</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>15</td>
</tr>
</tbody>
</table>

#### Totals

<table>
<thead>
<tr>
<th>Number of Rooms</th>
<th>Total # of Buildings</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>16</td>
<td>34,519</td>
</tr>
</tbody>
</table>

#### Net Rentable Square Footage from Rent Schedule

- 34,519

#### Supportive Housing Applicants Only

Enter the total development common area from the architect’s plans: [Yes] [No]

Ensure that this number matches your architectural drawings: [Yes] [No]

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: [ ]

The lesser of these two numbers added to NRA: [ ]

Use this number to figure points under 11.9(e)(2): [ ]

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

If a revised form is submitted, date of submission: [ ]

2/22/2019
**SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION**

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft. for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by unhiding columns Q through AA, and rows S1 through 79.

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

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

### Development will have:

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

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

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

### Floor Composition/Wall Height:

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

### Totals

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>Total # of Residential Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Bathrooms</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>16</td>
</tr>
<tr>
<td># of Stories</td>
<td>4</td>
<td>3</td>
<td>5</td>
<td>2</td>
<td>1</td>
<td>5</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>23</td>
</tr>
<tr>
<td>Sq. Ft. Per Unit</td>
<td>565</td>
<td>516</td>
<td>484</td>
<td>466</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Units Per Building</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>Total Sq Ft for Unit Type</td>
<td>2,825</td>
<td>5,676</td>
<td>968</td>
<td>6,990</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>34,519</td>
</tr>
</tbody>
</table>

### Additional Information

- **Supportive Housing Applicants Only**
  - Enter the total development common area from the architect's plans:
  - Ensure that this number matches your architectural drawings.
  - The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
  - The lesser of these two numbers added to NRA:
  - Use this number to figure points under 11.9(e)(2)

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

- **Net Rentable Square Footage from Rent Schedule**
  - 34,519

- **If a revised form is submitted, date of submission:**
  - 3.26.19

- **Enter the total development common area from the architect's plans:**
  - 34,519

- **The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:**
  - 5,100

- **The lesser of these two numbers added to NRA:**
  - 34,519

- **Use this number to figure points under 11.9(e)(2)**
  - 34,519

- **If a revised form is submitted, date of submission:**
  - 3.26.19
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>A</td>
<td>51</td>
<td>5%</td>
<td>2.55</td>
<td>2.55</td>
<td>3</td>
</tr>
<tr>
<td>E</td>
<td>17</td>
<td>5%</td>
<td>0.85</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>A</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

68
3.4
3.55
4

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

EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

68
3.4
4.2
4

*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: 2.29.2019

Printed Name: JAMES H.R. BAILEY

Firm Name (If applicable): ALAMO ARCHITECTS

2/25/2019
# 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>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>51</td>
<td>2%</td>
<td>1.02</td>
<td>1.02</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>17</td>
<td>2%</td>
<td>0.34</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>2.02</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

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

## EXAMPLE

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></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: [James H. Bailey]  
Firm Name (If applicable): [Alamo Architect]  
Date: [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>Leasing office</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 1
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: 68

Total surface parking spaces: 70

Total carports:

Total garages:

Total parking spaces of all types:

Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 1

Total of all types of parking spaces that serve dwelling units:

APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 4

Parking spaces that serve dwelling units in excess of one per unit (if applicable): 1

APSs required in excess of one per mobility accessible unit: 1

Total APSs required (including dwelling units and facilities/amenities):

Calculated from above: 70

Calculated on prior page: 69

Calculated from above: 4

Calculated from above: 1

Calculated from above: 1

Calculated from above: 6

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:

Minimum number of carports that must be APSs:

Number of garages that must be APSs:

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces:

Minimum number of surface parking spaces that must be van APSs:

Minimum number of carports that must be van APSs:

Minimum number of garages that must be van APSs:

Calculated from above: 1

Calculated from above: 0

Calculated from above: 0

Calculated from above: 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: [Signature]

Printed Name: [Printed Name]

Date: 2.25.2019

Firm Name (if applicable): [Firm Name]
**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>Leasing office</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Additional spaces required by local jurisdiction</td>
<td>4</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Accessible Parking Spaces that Do Not Serve Dwelling Units: 5
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: 68

Total surface parking spaces: 72

Total carparks: 

Total garages: 

Total parking spaces of all types: 

Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 

Total of all types of parking spaces that serve dwelling units: 

APSSs for mobility accessible units (5% of unit count, if spaces are sufficient): 

Parking spaces that serve dwelling units in excess of one per unit (if applicable): 

APSSs required in excess of one per mobility accessible unit: 

Total APSSs required (including dwelling units and facilities/amenities): 

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, carparks, 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: 9

Minimum number of carparks that must be APSs: 

Number of garages that must be APSs: 

APSSs that Must Be Van Spaces

Total Van APSSs required, including all types of spaces: 2

Minimum number of surface parking spaces that must be van APSSs: 2

Minimum number of carparks that must be van APSSs: 0

Minimum number of garages that must be van APSSs: 0

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

Signature: JAMES H. R. BAILEY
Printed Name: ALAMO ARCHITECTS
Date: 3-20-2019
Firm Name (if applicable):
### Rent Schedule

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

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>0</td>
<td>1.0</td>
<td>484</td>
<td>968</td>
<td>357</td>
<td>94</td>
<td>816</td>
<td>1,632</td>
</tr>
<tr>
<td>TC 30%</td>
<td>3</td>
<td>0</td>
<td>1.0</td>
<td>466</td>
<td>1,398</td>
<td>357</td>
<td>94</td>
<td>816</td>
<td>2,448</td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>0</td>
<td>1.0</td>
<td>466</td>
<td>2,796</td>
<td>658</td>
<td>94</td>
<td>816</td>
<td>4,896</td>
</tr>
<tr>
<td>TC 60%</td>
<td>6</td>
<td>0</td>
<td>1.0</td>
<td>466</td>
<td>2,796</td>
<td>809</td>
<td>94</td>
<td>816</td>
<td>4,896</td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>516</td>
<td>1,032</td>
<td>387</td>
<td>96</td>
<td>931</td>
<td>1,862</td>
</tr>
<tr>
<td>TC 50%</td>
<td>24</td>
<td>1</td>
<td>1.0</td>
<td>516</td>
<td>12,384</td>
<td>710</td>
<td>96</td>
<td>931</td>
<td>22,344</td>
</tr>
<tr>
<td>TC 60%</td>
<td>20</td>
<td>1</td>
<td>1.0</td>
<td>516</td>
<td>10,320</td>
<td>871</td>
<td>96</td>
<td>931</td>
<td>18,620</td>
</tr>
<tr>
<td>TC 60%</td>
<td>5</td>
<td>1</td>
<td>1.0</td>
<td>565</td>
<td>2,825</td>
<td>871</td>
<td>96</td>
<td>931</td>
<td>4,655</td>
</tr>
</tbody>
</table>

**Non Rental Income**

- $2.96 per unit/month for: 201
- 0.00 per unit/month for: 0
- 0.00 per unit/month for: 0

**Total NonRental Income**

- $2.96 per unit/month for: 201

**Potential Gross Monthly Income**

- 61,554

**Provision for Vacancy & Collection Loss**

- % of Potential Gross Income: 5.00% (3,078)

**Rental Concessions**

- Enter as a negative value

**Effective Gross Monthly Income**

- 58,476

**X 12 = Effective Gross Annual Income**

- 701,716

Self Score Total: 120
ACQUISITION + HARD
Cost Per Sq Ft $ 140.91
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.

HARD
Cost Per Sq Ft $ 111.10

BUILDING
Cost Per Sq Ft $ 75.71
<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Number of Units</th>
<th>Number of Bedrooms</th>
<th>Number 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><strong>68</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$2.96 per unit/month for: laundry</td>
<td>201</td>
<td>61,353</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>0.00 per unit/month for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>0.00 per unit/month for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL NONRENTAL INCOME</strong></td>
<td>$2.96 per unit/month for:</td>
<td>201</td>
<td>61,353</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>+ <strong>TOTAL NONRENTAL INCOME</strong></td>
<td>$2.96 per unit/month for:</td>
<td>201</td>
<td>61,353</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL POTENTIAL GROSS MONTHLY INCOME</strong></td>
<td>$2.96 per unit/month for:</td>
<td>201</td>
<td>61,353</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>% of Potential Gross Income: 5.00%</td>
<td>(3,078)</td>
<td>61,353</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Concessions (enter as a negative number)</td>
<td>Enter as a negative value</td>
<td>58,476</td>
<td>61,353</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL EFFECTIVE GROSS MONTHLY INCOME</strong></td>
<td>$2.96 per unit/month for:</td>
<td>201</td>
<td>58,476</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>A12 = EFFECTIVE GROSS ANNUAL INCOME</strong></td>
<td>$2.96 per unit/month for:</td>
<td>201</td>
<td>701,716</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".
<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>10.3%</td>
<td>10.3%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>44%</td>
<td>44%</td>
</tr>
<tr>
<td>TC60%</td>
<td>46%</td>
<td>46%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTCL Total</td>
<td>68</td>
<td></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>Total HTC Units</td>
<td>68</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>MORTGAGE</td>
<td></td>
</tr>
<tr>
<td>REVENUE</td>
<td></td>
</tr>
<tr>
<td>BOND</td>
<td></td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MRBM Total</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
</tr>
<tr>
<td>DIRECT LOAN</td>
<td></td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>BEDROOMS</td>
<td></td>
</tr>
<tr>
<td>0</td>
<td>17</td>
</tr>
<tr>
<td>1</td>
<td>51</td>
</tr>
<tr>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ACQUISITION + HARD</td>
<td>140.91</td>
</tr>
<tr>
<td>Cost Per Sq Ft</td>
<td>140.91</td>
</tr>
<tr>
<td>HARD</td>
<td>140.91</td>
</tr>
<tr>
<td>Cost Per Sq Ft</td>
<td>140.91</td>
</tr>
<tr>
<td>BUILDING</td>
<td>111.10</td>
</tr>
<tr>
<td>Cost Per Sq Ft</td>
<td>111.10</td>
</tr>
<tr>
<td></td>
<td>75.71</td>
</tr>
</tbody>
</table>

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

See Page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

**Project Name:** Trinity Place  TX59T821012

<table>
<thead>
<tr>
<th>FHA Project Number</th>
<th>Dates Rents Will Be Effective (mm/dd/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>115-11154</td>
<td>4/1/2019</td>
</tr>
</tbody>
</table>

### Part A - Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

<table>
<thead>
<tr>
<th>Col. 1 Unit Type (Include Non-revenue Producing Units)</th>
<th>Col. 2 Number of Units</th>
<th>Col. 3 Rent Per Unit</th>
<th>Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)</th>
<th>Col. 5 Utility Allowances (Effective Date 4/1/2019)</th>
<th>Col. 6 Gross Rent (Col. 3 + Col. 5)</th>
<th>Market Rents (Sec. 236 Projects Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 BR</td>
<td>17</td>
<td>$816</td>
<td>$13,872</td>
<td>$94</td>
<td>$910</td>
<td>$0</td>
</tr>
<tr>
<td>1 BR</td>
<td>51</td>
<td>$931</td>
<td>$47,481</td>
<td>$96</td>
<td>$1,027</td>
<td>$0</td>
</tr>
</tbody>
</table>

| Total Units                                           | 68                      |                      |                                                          |                                                 |                                      |                                        |

| Yearly Contract Rent Potential (Col. 4 Sum x 12)*     | $736,236                |                      |                                                          |                                                 |                                      |                                        |

### Part B - Items Included in Rent Part

- **Equipment/Furnishings in Unit** (Check those included in rent.):
  - Range
  - Refrigerator
  - Air Conditioner
  - Dishwasher
  - Carpet
  - Drapes
  - Mini Blinds
  - Kitchen Exhaust Fan
  - Vinyl

- **Utilities** (Check those included in rent. For each item, even those not included in rent, enter E, F, or G on line beside that item): E=electric; G=gas; F=fuel oil or coal:
  - Heating
  - Cooling
  - Hot Water
  - Cooking
  - Lights, etc.
  - Water/Sewer

### Part C - Charges in Addition to Rent (e.g., parking, cable TV, meals)

- **Purpose**: Monthly Charge
  - N/A

Previous editions are obsolete

---

Form HUD-92458 (11/05) Ref Handbook 4350.1
## Part G - Information on Mortgagor Entity

**Name of Entity**
Trinity Place, Inc.

<table>
<thead>
<tr>
<th>Type of Entity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>☐</td>
</tr>
<tr>
<td>Corporation</td>
<td>☑</td>
</tr>
<tr>
<td>General Partnership</td>
<td>☐</td>
</tr>
<tr>
<td>Limited Partnership</td>
<td>☐</td>
</tr>
<tr>
<td>Joint Tenancy/Tenants In Common</td>
<td>☐</td>
</tr>
<tr>
<td>Trust</td>
<td>☐</td>
</tr>
<tr>
<td>Other (Specify)</td>
<td>☐</td>
</tr>
</tbody>
</table>

**List all Principals Comprising Mortgagor Entity:** Provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:
- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

<table>
<thead>
<tr>
<th>Name and Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Salvo, President, Trinity Place, Inc., Board of Directors</td>
<td></td>
</tr>
<tr>
<td>Vince Brunssen, Vice President, Trinity Place, Inc., Board of Directors</td>
<td></td>
</tr>
<tr>
<td>Elroy Haverlah, Secretary, Trinity Place, Inc., Board of Directors</td>
<td></td>
</tr>
<tr>
<td>Mark Armstrong, Board Member, Trinity Place, Inc., Board of Directors</td>
<td></td>
</tr>
<tr>
<td>Cathy Zwernemann, Board Member, Trinity Place, Inc., Board of Directors</td>
<td></td>
</tr>
<tr>
<td>Bill Jones, Board Member, Trinity Place, Inc., Board of Directors</td>
<td></td>
</tr>
</tbody>
</table>

## Part H - Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

<table>
<thead>
<tr>
<th>Name and Title</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherry Houston, Property Manager, Trinity Place, Inc.</td>
<td></td>
</tr>
</tbody>
</table>

**Authorized Official's Signature**

[Signature]

**Date (mm/dd/yyyy)**

12/09/2018

---

## Part I - HUD/Lender Approval

**Addendum Number**

**HAP Contract Number**
TX59T821012

**Exhibit Number**

**Loan Servicer Signature**

**Branch Chief/Lender Official Signature**

**Director, Housing Management Division Signature**

**Date (mm/dd/yyyy)**

12/10/2018

---

Previous editions are obsolete
Note on Trinity Place Vacancy Rate

Trinity Place has historically had very low vacancy. In FY2016, it was 2.9% and in FY2017, it was 4.0%. In 2018, vacancy increased to just over 7% as there were more turnovers compared to prior years due to resident deaths or for residents that moved as they could no longer live independently and/or for health reasons.

National Church Residences is acquiring the Trinity Place in 2019 and has an excellent track record of keeping all projects in TX at high occupancy, with an average occupancy of 98.77% for our 27 project Texas portfolio in 2018. Given Trinity is located in Round Rock, has 100% rental assistance, we are confident this property will run closer to 1-2% vacancy once our management team steps in.

Occupancy rate occupancy removed from file and saved in application folder. -LC
### 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>$ 94.00</td>
<td>$ 96</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Allowance</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>incl</td>
<td>incl</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Allowance</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>incl</td>
<td>incl</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Allowance</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>incl</td>
<td>incl</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Allowance</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>incl</td>
<td>incl</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HUD Utility Allowance</td>
</tr>
<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>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td></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><strong>Total Paid by Tenant</strong></td>
<td></td>
<td>$ 94.0</td>
<td>$ 96.0</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Other (Describe)**

See Annual Rental contract from HUD showing utility allowance.

If a revised form is submitted, date of submission: 

1/25/2019
### ANNUAL OPERATING EXPENSES

#### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$5,300</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,250</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$16,469</td>
</tr>
<tr>
<td>Telephone</td>
<td>$6,000</td>
</tr>
<tr>
<td>Other (book keeping + Data process)</td>
<td>$9,285</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$38,304</td>
</tr>
</tbody>
</table>

#### Management Fee:

- Percent of Effective Gross Income: 5.09% 35,720$

#### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$40,000</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$39,000</td>
</tr>
<tr>
<td>Other (payroll taxes+bene)</td>
<td>$23,872</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$102,872</td>
</tr>
</tbody>
</table>

#### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$3,500</td>
</tr>
<tr>
<td>Grounds</td>
<td>$6,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$5,000</td>
</tr>
<tr>
<td>Pool</td>
<td>$</td>
</tr>
<tr>
<td>Other (describe)</td>
<td>$</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$51,068</td>
</tr>
</tbody>
</table>

#### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric (Historical)</td>
<td>$13,221</td>
</tr>
<tr>
<td>Natural gas (Historical)</td>
<td>$2,398</td>
</tr>
<tr>
<td>Trash (Historical)</td>
<td>$5,779</td>
</tr>
<tr>
<td>Water/Sewer (Historical)</td>
<td>$36,845</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$58,243</td>
</tr>
</tbody>
</table>

#### Annual Property Insurance:

- Rate per net rentable square foot: $0.69 23,800$

#### Property Taxes:

- Published Capitalization Rate: 8.50% Source: Williamson County
- Annual Property Taxes $70,000
- Payments in Lieu of Taxes $    
- Total Property Taxes: $70,000
- Reserve for Replacements: Annual reserves per unit: $300 20,400$

#### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</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>$2,720</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>Total Other Expenses:</td>
<td>$2,720</td>
</tr>
</tbody>
</table>

#### TOTAL ANNUAL EXPENSES

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense per unit:</td>
<td>$5928</td>
</tr>
<tr>
<td>Expense to Income Ratio:</td>
<td>57.45%</td>
</tr>
</tbody>
</table>

#### NET OPERATING INCOME (before debt service)

- $298,589

#### Annual Debt Service

- Assumed 223/(f) $251,950
- TDHCA Bond-Issuer Admin Fee (0.10%) $    
- TOTAL ANNUAL DEBT SERVICE Debt Coverage Ratio: 1.19 $251,950

#### NET CASH FLOW

- $46,639

If a revised form is submitted, date of submission: 2/5/2019
# 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.

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<tr>
<th>INCOME</th>
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<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$736,236</td>
<td>$750,961</td>
<td>$765,980</td>
<td>$781,300</td>
<td>$796,926</td>
<td>$879,870</td>
<td>$971,448</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$2,412</td>
<td>$2,460</td>
<td>$2,509</td>
<td>$2,560</td>
<td>$2,611</td>
<td>$2,883</td>
<td>$3,183</td>
</tr>
<tr>
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<td>$768,489</td>
<td>$783,859</td>
<td>$799,536</td>
<td>$882,753</td>
<td>$974,630</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($36,932)</td>
<td>($37,671)</td>
<td>($38,424)</td>
<td>($39,193)</td>
<td>($39,977)</td>
<td>($44,138)</td>
<td>($48,732)</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>$701,716</td>
<td>$715,750</td>
<td>$730,065</td>
<td>$744,666</td>
<td>$759,560</td>
<td>$838,615</td>
<td>$925,899</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$38,304</td>
<td>$39,453</td>
<td>$40,637</td>
<td>$41,856</td>
<td>$43,111</td>
<td>$49,978</td>
<td>$57,938</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$35,720</td>
<td>$36,434</td>
<td>$37,163</td>
<td>$37,906</td>
<td>$38,664</td>
<td>$42,689</td>
<td>$47,122</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$102,872</td>
<td>$105,958</td>
<td>$109,137</td>
<td>$112,411</td>
<td>$115,783</td>
<td>$134,225</td>
<td>$155,603</td>
</tr>
<tr>
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<td>$51,068</td>
<td>$52,600</td>
<td>$54,178</td>
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<td>$57,477</td>
<td>$66,632</td>
<td>$77,245</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$15,619</td>
<td>$16,088</td>
<td>$16,570</td>
<td>$17,067</td>
<td>$17,579</td>
<td>$20,379</td>
<td>$23,625</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$42,624</td>
<td>$43,903</td>
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<td>$46,576</td>
<td>$47,974</td>
<td>$55,615</td>
<td>$64,473</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$23,800</td>
<td>$24,514</td>
<td>$25,249</td>
<td>$26,007</td>
<td>$26,787</td>
<td>$31,054</td>
<td>$36,000</td>
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<tr>
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<td>$91,334</td>
<td>$105,881</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$20,400</td>
<td>$21,012</td>
<td>$21,642</td>
<td>$22,292</td>
<td>$22,960</td>
<td>$26,617</td>
<td>$30,857</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$2,720</td>
<td>$2,802</td>
<td>$2,866</td>
<td>$2,972</td>
<td>$3,061</td>
<td>$3,549</td>
<td>$4,114</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$403,127</td>
<td>$414,864</td>
<td>$426,945</td>
<td>$439,382</td>
<td>$452,184</td>
<td>$522,072</td>
<td>$602,888</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$298,589</td>
<td>$300,886</td>
<td>$303,120</td>
<td>$305,284</td>
<td>$307,375</td>
<td>$316,544</td>
<td>$323,031</td>
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</tbody>
</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
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<thead>
<tr>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$46,539</td>
<td>$48,936</td>
<td>$51,170</td>
<td>$53,334</td>
<td>$55,425</td>
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<td>$71,081</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$46,539</td>
<td>$95,575</td>
<td>$146,745</td>
<td>$200,079</td>
<td>$255,504</td>
<td>$555,551</td>
<td>$894,738</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.19</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.26</td>
<td>1.28</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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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 $119(e)(1) relating to Financial Feasibility)

---

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

**Signature, Authorized Representative, Syndicator**

---

**Printed Name**

**Date**

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**Date**

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

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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$251,950</td>
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</tr>
<tr>
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<td>$251,950</td>
<td>$251,950</td>
<td>$251,950</td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
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<td>$251,950</td>
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<td>1.28</td>
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---

Signature, Authorized Representative, Construction or Permanent Lender

signature, Authorized Representative, Syndicator

Printed Name: Tracy W. Polk
Printed Name: [Signature]
Date: 2.21.19
Date: 2.15.2019

Phone: (647) 857-1656
Email: [Signature]@redcoastlending.com

If a revised form is submitted, date of submission: [Signature]

Red Capital and ORIX are the same
**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.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

Total $ -

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Seal

1/28/2019
**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.

---

### Activity Labor or Unit Price Materials or # of Units Total Construction Costs Acquisition Costs Engineering / Architectural Costs Total Activity Costs

<table>
<thead>
<tr>
<th>Activity</th>
<th>B.</th>
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<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$100.00</td>
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<td>$1,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough / Fine Grading</td>
<td>$1.00</td>
<td>10,000 sf</td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Concrete</td>
<td>$365.53</td>
<td>155 cy</td>
<td>$56,657.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Paving</td>
<td>$3.13</td>
<td>38,673 sf</td>
<td>$120,857.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Site Utilities</td>
<td>$5,870.00</td>
<td>1 unit</td>
<td>$5,870.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$52.19</td>
<td>1,280 sf</td>
<td>$66,803.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper Stops, Striping, &amp; Signs</td>
<td>$22,650.00</td>
<td>1 ns misc items</td>
<td>$22,650.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total**

283,837 bps

---

**Signature of Registered Engineer**

2/22/2019

**Fayez Kazi**

Printed Name

**Seal**

2/8/2019

---

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

---

**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.**
### Development Cost Schedule

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

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th>刮纸/笔记</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>Eligible Basis (If Applicable)</td>
</tr>
<tr>
<td>Cost</td>
<td>Acquisition</td>
</tr>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>830,000</td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td>3,583,000</td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>ORIC Financing Cost - Holding Cost</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$4,413,000</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>1,000</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>10,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>0</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>56,657</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>0</td>
</tr>
<tr>
<td>On-site paving</td>
<td>120,857</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>5,870</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>66,803</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>22,650</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$283,837</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>52,500</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>0</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>15,215</td>
</tr>
<tr>
<td>Fencing</td>
<td>80,650</td>
</tr>
<tr>
<td>Accessory Bldg, Post Office Boxes</td>
<td>13,360</td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$161,725</td>
</tr>
</tbody>
</table>

| 2/22/2019 |
### BUILDING COSTS*:

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimate 1</th>
<th>Estimate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>131,155</td>
<td>131,155</td>
</tr>
<tr>
<td>Masonry</td>
<td>50,052</td>
<td>50,052</td>
</tr>
<tr>
<td>Metals</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>771,476</td>
<td>771,476</td>
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<tr>
<td>Thermal and Moisture Protection</td>
<td>26,444</td>
<td>26,444</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>60,631</td>
<td>60,631</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>228,771</td>
<td>228,771</td>
</tr>
<tr>
<td>Finishes</td>
<td>214,527</td>
<td>214,527</td>
</tr>
<tr>
<td>Specialties</td>
<td>91,442</td>
<td>91,442</td>
</tr>
<tr>
<td>Equipment</td>
<td>85,870</td>
<td>85,870</td>
</tr>
<tr>
<td>Furnishings</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Special Construction</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>729,730</td>
<td>729,730</td>
</tr>
<tr>
<td>Electrical</td>
<td>223,280</td>
<td>223,280</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

|  | $2,613,378 | $0 | $2,613,378 |

**Voluntary Eligible Building Costs (After 11.9(e)(2))***

|  | $29.82 psf |

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

|  | $3,058,940 | $0 | $3,057,940 |

**Contingency**

|  | 10.00% | $305,894 | 305,894 |

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>%THC</th>
<th>$201,890</th>
<th>201,890</th>
<th>%EHC</th>
<th>$201,890</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td></td>
<td></td>
<td>6.00%</td>
<td></td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>67,297</td>
<td>67,297</td>
<td>2.00%</td>
<td></td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>2.00%</td>
<td>201,890</td>
<td>201,890</td>
<td>2.00%</td>
<td></td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>201,890</td>
<td>201,890</td>
<td>6.00%</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

|  | $471,077 | $0 | $471,077 |

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

|  | $3,835,911 | $0 | $3,834,911 |

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

|  | $140.92 psf | $3,834,911 | under 141.96 |

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.

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.

2/22/2019
<table>
<thead>
<tr>
<th>SOFT COSTS(^3)</th>
<th>196,351</th>
<th>196,351</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>71,400</td>
<td>71,400</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>12,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Appraisal</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>89,400</td>
<td>89,400</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Closing Costs &amp; Title - owner</td>
<td>125,000</td>
<td>125,000</td>
</tr>
<tr>
<td>Owner FF&amp;E</td>
<td>50,000</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

|  | $804,151 | $0 |

**FINANCING:**

**CONSTRUCTION LOAN(S)\(^3\)**

<table>
<thead>
<tr>
<th>Interest</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Inspection fees</th>
<th>Credit Report</th>
<th>Discount Points</th>
<th>Other (specify) - see footnote 1</th>
<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Bond premium</th>
<th>Credit report</th>
<th>Discount points</th>
<th>Credit enhancement fees</th>
<th>Prepaid MIP</th>
<th>Other (specify) - see footnote 1</th>
<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Interest</th>
<th>Loan origination fees</th>
<th>Title &amp; recording fees</th>
<th>Closing costs &amp; legal fees</th>
<th>Other (specify) - see footnote 1</th>
<th>Other (specify) - see footnote 1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### OTHER FINANCING COSTS  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>28,426</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>34,000</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>34,000</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>52,000</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TPA For HUD</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$159,426</td>
<td>$0</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>422,463</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>844,925</td>
<td>154,395</td>
</tr>
<tr>
<td>690,530</td>
<td>209,908</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>15.00%</td>
<td>$844,925</td>
</tr>
</tbody>
</table>

### RESERVES  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>216,000</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>68,000</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$284,000</td>
<td>$0</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$159,426</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$844,925</td>
<td>$154,395</td>
</tr>
<tr>
<td><strong>Reserves</strong></td>
<td>$284,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Housing Development Costs</strong></td>
<td>$10,341,413</td>
<td>$1,183,695</td>
</tr>
</tbody>
</table>

*The following calculations are for HTC Applications only.*

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>$1,183,695</td>
<td>$5,292,192</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>$1,183,695</td>
<td>$6,879,849</td>
</tr>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td>$8,063,544</td>
<td>$6,879,849</td>
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</table>

**Applicable Percentage 6**

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>3.42%</td>
</tr>
<tr>
<td>Credit Request (from 17.Development Narrative)</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>$659,669</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>12</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

Name of contact for Cost Estimate: Kelley Caruso (hard costs only)

Phone Number for Contact: 614.273.3814

If a revised form is submitted, date of submission: 2/22/2019
# 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>
<th>Lien Position</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amount</td>
<td>Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Amortization</td>
</tr>
<tr>
<td>Debt</td>
<td>TM Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$4,206,500</td>
<td>4.75%</td>
</tr>
<tr>
<td>Red/ORIX-Assumed 223(f)</td>
<td>Conventional/FHA</td>
<td>$659,669</td>
<td>$4,643,604</td>
<td>$5,804,505</td>
<td>0.88</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC $659,669</td>
<td>$4,643,604</td>
<td>$5,804,505</td>
<td>0.88</td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>National Church Residences-DDF</td>
<td>$209,908</td>
<td>3.00%</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$500</td>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Round Rock</td>
<td>$120,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquired Existing Reserves</td>
<td>$500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$4,644,104</td>
<td>$10,341,413</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$10,341,413</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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).

See attached.

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.

We expect that an existing replacement reserve of approximately $395k will be transferred from the current owner of Trinity Place Inc. to National Church Residences of Round Rock, TX, when the initial acquisition closes in May 2019. At the time of the May 2019 closing, the replacement reserve will be reduced to approximately $120,000 ($275,000 of the existing replacement reserve will be used pay closing fees, legal fees, third party reports and seller proceeds). The remaining portion after the May 2019 closing, estimated at $120k, is listed as a source in the April 2020 LIHTC transaction. Per HUD guidance, $68K will be used to capitalize a RR and the remainder will be applied toward project cost. Post-closing, Replacement Reserves will be capitalized with $300 per unit funded per year.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

All 68 units receive Project Based Rental Assistance (PBRA). The latest rental contract goes into effect on 4/1/2019. The existing PBRA contract expires in 2035. The contract will be transferred to the new tax credit entity and/or a new 20 year contract will be issued at closing, which is standard for HUD 202 transactions.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Signature, Authorized Representative, Construction or Permanent Lender

Printed Name

Date

Telephone:

Email address:

If a revised form is submitted, date of submission: 2/18/2019
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

See attached.

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.

We expect that an existing replacement reserve of approximately $395k will be transferred from the current owner of Trinity Place Inc. to National Church Residences of Round Rock, TX, when the initial acquisition closes in May 2019. At the time of the May 2019 closing, the replacement reserve will be reduced to approximately $120,000 ($275,000 of the existing replacement reserve will be used pay closing fees, legal fees, third party reports and seller proceeds). The remaining portion after the May 2019 closing, estimated at $120k, is listed as a source in the April 2020 LIHTC transaction. Per HUD guidance, $68K will be used to capitalize a RR and the remainder will be applied toward project cost. Post-closing, Replacement Reserves will be capitalized with $300 per unit funded per year.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

All 68 units receive Project Based Rental Assistance (PBRA). The latest rental contract goes into effect on 4/1/2019. The existing PBRA contract expires in 2035. The contract will be transferred to the new tax credit entity and/or a new 20 year contract will be issued at closing, which is standard for HUD 202 transactions.

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]  
Signature, Authorized Representative, Construction or Permanent Lender

[Printed Name]  
Printed Name

[Date]  
Date

Telephone: 614-917-2876

Email address: jwickham@naht.org

If a revised form is submitted, date of submission: 2/18/2019
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

See attached.

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.

We expect that an existing replacement reserve of approximately $395k will be transferred from the current owner of Trinity Place Inc. to National Church Residences of Round Rock, TX, when the initial acquisition closes in May 2019. At the time of the May 20:9 closing, the replacement reserve will be reduced to approximately $120,000 ($275,000 of the existing replacement reserve will be used pay closing fees, legal fees, third party reports and seller proceeds). The remaining portion after the May 2019 closing, estimated at $120k, is listed as a source in the April 2020 LIHTC transaction. Per HUD guidance, $68K will be used to capitalize a RR and the remainder will be applied toward project cost. Post-closing, Replacement Reserves will be capitalized with $300 per unit funded per year.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

All 68 units receive Project Based Rental Assistance (PBRA). The latest rental contract goes into effect on 4/1/2019. The existing PBRA contract expires in 2035. The contract will be transferred to the new tax credit entity and/or a new 20 year contract will be issued at closing, which is standard for HUD 202 transactions.

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]
Signature, Authorized Representative, Construction or Permanent Lender

[Printed Name]
Printed Name

[Date]
Date

[Phone Number]
Telephone: 614.857.1656

[Email Address]
Email Address: tracyjn@redshipper.com

If a revised form is submitted, date of submission: 

2/18/2019
31. Schedule of Sources

National Church Residences of Round Rock, TX, expects to close on an FHA 223(f) loan for an estimated amount of $4,251,000 at 4.50% + 0.25% MIP with ORIX/Red Capital in May 2019 to facilitate the acquisition of Trinity into the National Church Residences portfolio. The FHA application was previously submitted to HUD on November 30, 2018. When National Church Residences of Round Rock, TX, sells the development to Trinity Place Senior Housing Limited Partnership, the FHA mortgage will then be assumed by the LIHTC entity. At the time of the LIHTC closing (April 2020) it is estimated that the then outstanding balance of the FHA loan will be approximately $4,206,500. In order to acquire Trinity Place into the tax credit entity, a TPA or transfer of physical asset request will be submitted to HUD, likely in October 2019, which takes 90-120 days for approval. During that time we will be working through due diligence with the equity syndicator to close by April 2020.

There will be no construction or bridge loan in the tax credit transaction. Equity will be paid in during construction through several installments.
Financial Capacity, Owner Equity, and Appraisal Requirements (Multifamily Direct Loan Applications Only, if applicable)

[§13.8(c)(6) and (7)]

Financial Capacity (10 TAC §13.8(c)(6))
except for Developments also financed through the USDA §515 program, the Application MUST include:

• A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR
• Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(7))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

• equity in an amount not less than 20% of Total Housing Development Costs; and
• if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §11.304 which results in total repayable loan to value of not greater than 80%; or
• if proposing rehabilitation, the "as is" appraisal required by 10 TAC §11.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

• A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
• A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
**Match Funds (Multifamily Direct Loan Applications Only) [§13.2(8)]**

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider's willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td>NA</td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Self Score Total:</th>
<th>120</th>
</tr>
</thead>
</table>

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

Name of the Local Political Subdivision providing the funding:  
*City of Round Rock*

- 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.

<table>
<thead>
<tr>
<th>Total Points Claimed:</th>
<th>1</th>
</tr>
</thead>
</table>

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

- Eligible Pro-Forma and letter stating the Development is financially feasible.  
- Eligible Pro-Forma and letter stating Development and Principals are acceptable.

<table>
<thead>
<tr>
<th>Total Points Claimed:</th>
<th>18</th>
</tr>
</thead>
</table>

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

- Percent of Units restricted to serve households at or below 30% of AMGI  
- HTC funding request as a percent of Total Housing Development Cost

<table>
<thead>
<tr>
<th>Eligibility for points:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Total Points Claimed:</th>
<th>3</th>
</tr>
</thead>
</table>

2/15/2019
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.

- **na** Evidence of any Gap Financing, terms included
- **na** Evidence of any Owner Contributions, with financial support if required
- **x** Evidence of Equity Financing (HTC applications only)
- **na** 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)]
- **x** Evidence of Rental Assistance/Subsidy

1/31/2019
February 21, 2019

Ms. Tracey Fine  
National Church Residences  
2335 North Bank Dr.  
Columbus OH 43220

Re: Permanent Loan Financing for Trinity Place Apartments (the “Project”), an existing 68-unit Low Income Housing Tax Credit Project located in Round Rock, TX.

Dear Ms. Fine:

ORIX Real Estate Capital, LLC (“OREC”) is pleased to provide you with this letter that outlines the current terms of the FHA loan for the above-referenced project.

The attached 15-year pro forma was prepared by National Church Residences for Trinity Place Apartments located in Round Rock, TX. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage used in OREC’s current underwriting and is consistent with the loan terms indicated in the term sheet. The projected debt service for each year maintains no less than a 1.15 debt coverage ratio.

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

National Church Residences is in the process of acquiring Trinity Place Apartment and plans to close on the acquisition with the below proposed financing in the Spring or Summer 2019. As the lender on the loan, the terms below outline the current loan underwriting. Upon the acquisition and HUD approval under their Transfer of Physical Assets procedures, the loan will be assumed by the to-be-formed tax credit entity.

Permanent Loan Financing:

Lender: ORIX Real Estate Capital, LLC

Borrower: A To-Be-Formed Single Asset Entity

Loan Product: FHA 223(f)

Estimated Original Loan Amount: $4,251,500

Estimated Loan Amount as of April 2020: $4,206,500

Loan Term: 35 years

Loan Amortization: 35 years
Interest Rate: Fixed interest rate currently estimated at 4.75% (inclusive of Mortgage Insurance Premium of 0.25%) Based on rates in effect on February 21, 2019. Rates are subject to daily fluctuations. The Interest Rate shall be fixed and locked prior to closing of the mortgage.

Debt Service Coverage: 1.15x Minimum Allowable

Financing Fee: $35,000

Lender Legal: $17,500 (estimated)

Reserves: $300/unit (estimated) Financing & Legal fees will be paid from acquired reserves & not LIHTC entity. See note in Tab 31.

Security: A first mortgage lien on the property and the Project; a first assignment of rents and leases on the property or the Project; a senior security interest in Borrower’s furnishings, fixtures, and equipment and Borrower’s other tangible and intangible personal property acquired from, used in connection with or arising from the development, construction, use or operating of the property or the Project; an assignment of all construction contracts and contracts for other professional services engaged in or for the project; an assignment to RMC of any distribution rights of the Borrower and the General Partner(s) by way of their respective general partnership interests in the property and the Project.

Prepayment: Mortgages are subject to a 2 year lockout with an 8% prepayment premium in year 3 declining 1% annually thereafter.

Other Sources of Funds: OREC acknowledges amounts and terms of other anticipated sources of project financing for the tax entity including the following estimated amounts:

Low Income Housing Tax Credit Equity: $5,804,505

Deferred Developer Fee: $209,908

City of Round Rock Fee Waiver: $500

Acquired Replacement Reserves: $120,000 Securities, Investment Banking and Advisory Services provided through OREC Securities, LLC, Member FINRA/SIPC
Standard Conditions:

The Borrower shall pay all costs incident to the assumption of the permanent financing including (without limitation) title insurance premiums; recording and settlement costs and other professionals providing services to the Borrower.

The terms and conditions of this letter will expire on February 21, 2020. Please note, OREC cannot extend any legally binding lending commitment until a commitment letter has been issued. We appreciate the opportunity to submit our proposal for the permanent financing of your development and look forward to working with you on this transaction.

Very truly yours,

ORIX Real Estate Capital, LLC

Tracy Peters
Senior Managing Director
February 20, 2019

Ms. Tracey Fine
Senior Project Leader
National Church Residences
2245 North Bank Drive
Columbus, OH 43220

Re: Trinity Place (the "Property")

Dear Ms. Fine:

This letter expresses the interest of National Affordable Housing Trust, Inc. (NAHT) through its investment entity NHT Equity, LLC and/or its affiliates (“Investor”) in making an equity investment in a partnership for purposes of developing and owning the low-income housing project (the “Property”) referenced above. By providing this letter, NHT Equity, LLC agrees to continue its underwriting and due diligence for investment in this Property. This letter is intended to describe the terms and conditions of the proposed equity investment. Please note that we will re-evaluate our pricing if the financial terms and conditions of the transaction change prior to closing, which is anticipated to occur in April, 2020, and our pricing will reflect our yield requirements at that point in time.

Based on the acquisition of 99.99% limited partnership interest and the amount of estimated Low Income Housing Tax Credits (LIHTC) below, the Investor would propose the following Capital Contribution amount and pricing as set forth in Section A herein:

A. Capital Contribution.

$5,804,505 or $0.88 per Federal LIHTC dollar

The Capital Contribution is based in part on an estimated annual Federal LIHTC of $659,669 (the “Annual Tax Credit Amount”) and will be adjusted in accordance with changes in the actual credits delivered. A reduction in the projected credits will result in a corresponding reduction of the Capital Contribution amount.

The Capital Contribution amount will be paid as follows:

(1) 20.00% of the capital contribution is to be paid upon admission of the Investor to the Property Partnership (the "Closing");

(2) 20.00% of the capital contribution is to be paid upon the latest to occur of a.) 25% of lien free completion of construction with appropriate qualifying documentation; and b.) July 01, 2020;

(3) 20.00% of the capital contribution is to be paid upon the latest to occur of a.) 50% of lien free completion of construction with appropriate qualifying documentation; and b.) October 01, 2020;

(4) 20.00% of the capital contribution is to be paid upon the latest to occur of a.) 75% of lien free completion of construction with appropriate qualifying documentation; and b.) January 01, 2021;
(5) 8.91% of the capital contribution is to be paid upon the latest to occur of a.) 100% of lien free construction completion with appropriate qualifying documents; b.) issuance of all certificates of occupancy; c) receipt of certificate of substantial completion; and d.) April 01, 2021;

(6) 6.09% of the capital contribution is to be paid upon the latest to occur of a.) Stabilization and Conversion; b.) 100% qualification of Credit Units; and c.) October 01, 2021;

(7) 5.00% of the capital contribution is to be paid upon the latest to occur of a.) receipt of final cost certification; b.) receipt of IRS Forms 8609(s); c.) receipt of 2021 Tax Return; and d.) April 01, 2022;

B. Partnership Allocations. The form of the Property Partnership Agreement will be furnished by the Investor, subsequent to execution of this memorandum, and will include the following terms:

(1) Allocation of LIHTC, Losses and Profits. LIHTC and operating profits and losses will generally be allocated 99.99% to Investor and 0.01% to the General Partner. Profits on a sale or refinancing of the Property will be allocated 99.99% to Investor and 0.01% to the General Partner.

(2) Cash Flow Payments and Distributions. Operating cash flow (cash remaining after debt service payments on the first mortgage and any other ust pay debt, reserve deposits, and all operating expenses are paid, including investor services fees for asset management services) will be paid 100% to any deferred developer fee and/or operating loans, made pursuant to Section C(1) below. Once the deferred developer fee and operating loans are paid in full, then operating cash flow will be payable to any subordinate debt and agreed upon fees, until paid in full. Any remaining operating cash flow will be distributed 99.99% to Investor and 0.01% to General Partner. Distribution of proceeds from a sale or refinancing will be distributed 99.99% to Investor and 0.01% to the General Partner.

C. Guarantees and Reserves.

(1) Guarantees. The General Partner and/or entities with net worth satisfactory to the Investor (collectively the “Guarantors”) will be required to execute and deliver certain guarantees associated with the construction, operations, and benefits delivery of the property. These guarantees include, but are not limited to, a Construction Completion Guaranty, an Operating Deficit Guaranty and Tax Credit delivery and recapture Guarantees. The Guarantors and the General Partner will also be obligated to make any cash contributions related to credit adjusters. Further terms and conditions may also be required for approval by the Investment Committee and included in the partnership agreement.

(2) Reserves. The Property will be required to fund an Operating Reserve equal to at least 4 months operating expenses, reserve deposits, and required debt service (to be fixed upon closing). The Property will also be required to fund a Replacement Reserve annually in an amount that is the greater of (i) $300 per unit per year, increased by 3% annually, or (ii) the amount required by the permanent lender. Upon due diligence review, additional reserves may be required by the Investor and included in the partnership agreement.

D. Closing.

(1) Credit Allocation. The General Partner has obtained an allocation of Federal LIHTC from the appropriate agency in the amount of the Annual Tax Credit Amount, based on the assumptions that: (i) the Property will consist of 68 residential units (ii) tenants in 68 (100%)
of the units will comply with the tests promulgated under Section 42(g) of the Internal Revenue Code (i.e. qualify for the Tax Credits).

(2) Closing Date. Closing will occur on a date (the "Closing Date") agreed upon by both parties, currently projected to occur in April, 2020.

(3) Conditions to Closing. Investor's obligations to enter into the Property Partnership Agreement, becoming a limited partner in doing so, and the Documents will be contingent upon: (a) Investor's receipt and written approval of; (i) a satisfactory appraisal of the estimated value of the Property, (ii) a satisfactory market study of the area in which the Property is located, (iii) a satisfactory phase one environmental study prepared by a qualified environmental consulting firm, (iv) a completed certificate and tax opinion of the General Partner regarding the Tax Credits, and (v) other materials reasonably required by Investor as part of its customary financial and legal due diligence review set forth in NHT Equity LLC’s standard due diligence checklist; (b) receipt of the credit allocation; and (c) approval from NHT Equity, LLC’s Investment Committee.

E. Conditions of Interest.

It is all parties’ intent that NHT Equity, LLC will provide the investor equity for this project. If another equity opportunity is presented, NHT Equity, LLC will be given an opportunity to provide an updated offer with a last look. This Letter of Interest will expire on April 30, 2020.

F. Additional

The attached 15-year pro forma was prepared by the National Church Residences for the Project. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based NAHT’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. A syndication fee of $52,000 is anticipated to cover third party costs.

Other Funds: NAHT acknowledges amounts and terms of other anticipated sources of project financing are to include the following estimated amounts:

- Assumed 223(f) $4,206,500
- City of Round Rock, Fee waiver $500
- Deferred Developer Fee $209,908
- Acquired Reserves: $120,000

We look forward to working with you on this transaction.

Sincerely,

NHT Equity, LLC

Joseph H. Wickham

By: ______________________________

Joseph H. Wickham
Originations Officer
December 13, 2018

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Trinity Place Apartments  
1203 Cushing Dr  
Round Rock, TX 78664

Ms. Holloway,

Please be advised that on December 6, 2018 the City of Round Rock passed a Resolution of Support and committed to providing $500 in City building permit fee waivers for the rehabilitation of Trinity Place Apartments, a 68-unit Senior affordable housing community located at 1203 Cushing Drive in Round Rock. Funding for the financial commitment is contingent on successful award of 9% Low Income Housing Tax Credits.

Funding assistance committed by the City to the development of Trinity Place has not been first provided to the City by the Applicant or any related party to the Applicant.

We hope that Trinity Place receives the necessary funding to preserve this much needed senior affordable housing stock in our community. Please let me know if I can be of additional assistance.

Regards,

Brad Wiseman, AICP  
Director of Planning and Development Services

Cc: Tracey Fine (tfine@nationalchurchresidences.org)
Deferred Developer Fee Commitment

National Church Residences will defer $209,908 of its developer fee to assist with the financing of Trinity Place Apartments, a proposed 68-unit development located in Round Rock, TX. The deferred fee will be paid out of cash flow over a 15 year period.

SIGNATURE PAGE TO FOLLOW
Deferred Developer Fee Commitment

I, Matt Rule, certify that I have the authority to make this commitment on behalf of National Church Residences.

BY: 
Matt Rule, Senior Vice President

DATE: 2/21/2014
## Trinity Place Apts
### Balance Sheet
As of October 31, 2018

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

Project-based Section 8
HOUSING ASSISTANCE PAYMENTS
BASIC RENEWAL CONTRACT
MULTI-YEAR TERM

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract
# TABLE OF SECTIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CONTRACT INFORMATION</td>
<td>1</td>
</tr>
<tr>
<td>PROJECT</td>
<td>1</td>
</tr>
<tr>
<td>TYPE OF RENEWAL</td>
<td>1</td>
</tr>
<tr>
<td>2 TERM AND FUNDING OF RENEWAL CONTRACT</td>
<td>2</td>
</tr>
<tr>
<td>3 DEFINITIONS</td>
<td>3</td>
</tr>
<tr>
<td>4 RENEWAL CONTRACT</td>
<td>4</td>
</tr>
<tr>
<td>a Parties</td>
<td>4</td>
</tr>
<tr>
<td>b Statutory authority</td>
<td>4</td>
</tr>
<tr>
<td>c Expiring Contract</td>
<td>5</td>
</tr>
<tr>
<td>d Purpose of Renewal Contract</td>
<td>5</td>
</tr>
<tr>
<td>e Contract units</td>
<td>5</td>
</tr>
<tr>
<td>5 EXPIRING CONTRACT – PROVISIONS RENEWED</td>
<td>5</td>
</tr>
<tr>
<td>6 CONTRACT RENT</td>
<td>6</td>
</tr>
<tr>
<td>a Initial contract rents</td>
<td>6</td>
</tr>
<tr>
<td>b Contract rent adjustments</td>
<td>6</td>
</tr>
<tr>
<td>(1) OCAF or Budget-Based Rent Adjustments</td>
<td>6</td>
</tr>
<tr>
<td>(2) Comparability adjustments</td>
<td>7</td>
</tr>
<tr>
<td>(a) Applicability</td>
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<tr>
<td>(b) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, <em>if applicable</em>)</td>
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<tr>
<td>Section</td>
<td>Page</td>
</tr>
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<tr>
<td>(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)</td>
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</tr>
<tr>
<td>(d) Adjusting contract rent</td>
<td>8</td>
</tr>
<tr>
<td>(3) Procedure for rent adjustments during renewal term</td>
<td>8</td>
</tr>
<tr>
<td>(4) No other adjustments</td>
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<td>7 OWNER WARRANTIES</td>
<td>9</td>
</tr>
<tr>
<td>8 OWNER TERMINATION NOTICE</td>
<td>9</td>
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<td>9 HUD REQUIREMENTS</td>
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<td>10 STATUTORY CHANGES DURING TERM</td>
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<td>11 PHA DEFAULT</td>
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<tr>
<td>12 EXCLUSION OF THIRD-PARTY RIGHTS</td>
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<tr>
<td>13 WRITTEN NOTICES</td>
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<td>SIGNATURES</td>
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</table>
U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

MULTI-YEAR TERM

1 CONTRACT INFORMATION

PROJECT

Section 8 Project Number: TX59T821012

Section 8 Project Number of Expiring Contract: TX59T821012

FHA Project Number (if applicable): 115-11154

Project Name: Trinity Place

Project Description:
1203 Cushing Drive, Round Rock, TX 78664

Williamson County

TYPE OF RENEWAL

☐ Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).

☑ Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.
PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator
Southwest Housing Compliance Corporation

Address of Contract Administrator
1124 South IH 35
Austin, Texas 78704

Name of Owner
Trinity Place, Inc.

Address of Owner
1203 Cushing Drive
Round Rock, TX 78664

2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal Contract begins on 4/1/2015 and shall run for a period of 20 years.

b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of $549,504, an amount sufficient to
provide housing assistance payments for approximately 12 months of the first annual increment of the Renewal Contract term.

c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937. 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

4 RENEWAL CONTRACT

a Parties

(1) The Renewal Contract is a housing assistance payments contract (“HAP Contract”) between the Contract Administrator and the Owner of the Project (see section 1).

(2) If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency (“PHA”) for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract (“ACC”) between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD’s role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.
c **Expiring Contract**

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

d **Purpose of Renewal Contract**

(1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e **Contract units**

The Renewal Contract applies to the Contract units.

5 **EXPIRING CONTRACT – PROVISIONS RENEWED**

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:
Identification of contract units by size and applicable contract rents;

The amount of the monthly contract rents;

Contract rent adjustments; and

Project account (sometimes called “HAP reserve” or “project reserve”) as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.

c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

(a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):

(i) Using an OCAF; or
(ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.

(b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

(2) Comparability adjustments

(a) Applicability. This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).

(b) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable).

(i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).

(ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the
Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner’s expense) in accordance with HUD requirements.

(c) **Mid-term adjustment (discretionary comparability adjustment within 5-year term)**

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD’s discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term.

(d) **Adjusting contract rent**

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) **Procedure for rent adjustments during renewal term**

(a) To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

(b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall
specify when the adjustment of contract rent is effective.

(c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.

b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.

b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.
10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

a This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.

b If HUD determines that the PHA has committed a material and substantial breach of the PHA’s obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

a The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner’s action or failure to act in connection with the Contract Administrator’s implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.

b The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.

c If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract (“ACC”) between the PHA and HUD, the Contract Administrator is not the
agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

a Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.

b A party shall give notice at the other party’s address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party’s designated address.
SIGNATURES

Contract administrator (HUD or PHA)
Name of Contract Administrator

Southwest Housing Compliance Corporation

By: __________________________________________________________

Signature of authorized representative

Michael Gerber, President and CEO

Name and official title

Date __________________

U.S. Department of Housing and Urban Development

By: __________________________________________________________

Signature of authorized representative

_______________________________________
Name and official title  Raynold Richardson
Director, Fort Worth Asset Management Division

Date__________________________

Owner
Name of Owner

Trinity Place, Inc.

By: __________________________________________________________

Signature of authorized representative

_______________________________________
Name and title

Date __________________
EXHIBIT A

IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS

Section 8 Contract Number: TX59T821012
FHA Project Number (if applicable): 115-11154
Effective Date of the Rent Increase (if applicable): 4/1/2015

<table>
<thead>
<tr>
<th>Number of Contract Units</th>
<th>Number of Bedrooms</th>
<th>Contract Rent</th>
<th>Utility Allowance</th>
<th>Gross Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>0 BR</td>
<td>$769</td>
<td>$90</td>
<td>$859</td>
</tr>
<tr>
<td>51</td>
<td>1 BR</td>
<td>$878</td>
<td>$97</td>
<td>$975</td>
</tr>
</tbody>
</table>

NOTE: This Exhibit will be amended by Contract Administrator notice to the Owner to specify adjusted contract rent amounts as determined by the Contract Administrator in accordance with section 6b of the Renewal Contract.

Comments: ___________________________________________
EXHIBIT B

DISTRIBUTIONS LIMITATION

FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

1. The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, plus
2. Any increased distribution as approved by HUD in accordance with the Guidebook.
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - Yes If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - No 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

   - No 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: 0.000% CANNOT BE LESS THAN 5%
   - Cash flow from operations: 45.000%
   - Developer Fee: 5.000%
   - 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 x
   - Development x
   - Financing x
   - 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.

   - 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: 1

Total Points Claimed: 2

2/15/2019
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmbs/search/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.

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SUPERURBAN REALTY VENTURES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-FEB-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmbs/search/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16
Jervon Harris has over 14 years of experience in the finance, design and construction of housing communities with a broad range of development expertise gained from hands-on involvement in the planning, financing and construction of mixed income and mixed-use developments. Completed communities have included developments in Georgia, South Carolina and Texas.

An accomplished real estate developer, Jervon has served most recently as a senior executive and development partner where he has overseen development and construction of multifamily apartment and age-restricted senior living communities in Texas. He’s been primarily responsible for identifying and evaluating opportunities for development of affordable (tax credit) and market rate housing while managing all daily operations and overseeing all aspects of development including site selection, planning, financing, construction and lease-up.

While overseeing development operations starting in 2014, his leadership resulted in the closing of twelve (12) affordable developments funded with allocations of 9% housing tax credits and two (2) market rate developments financed with FHA/HUD loans. More specifically, his efforts have contributed to six (6) completed communities, four (4) properties near completion and four (4) developments with recent closings.

Uniquely skilled with a degree and background in civil engineering, Jervon began his career as a design engineer and project manager later becoming a development manager and then vice president of development at an Atlanta based development company where his primary responsibility was overseeing the planning, entitlement and construction phases of residential projects. He’s most recently served in a leadership role acting as a senior vice president and co-developer spearheading growth and expansion into Texas. Jervon successfully managed the strategic planning process, established key relationships in the marketplace and delivered completed developments.

Jervon has a track record of accomplishment in every aspect of entitlement, development and construction resulting in completion of multifamily and senior living communities with 2,682 units placed-in-service. 419 units nearing completion and 452 units closed at the end of 2018. 3,581 units total exceeding $532M in total development cost.

Jervon is a graduate of Georgia Southern University with a degree in Civil Engineering.
Senior Living Experience

- **Artistry at Craig Ranch** (McKinney, TX) – new constructions, 163 units ($28.79M)
- **Artistry at Edgestone** (Frisco, TX) – new constructions, 188 units ($41.59M)
- **Gala at Oak Crest Estates** (Euless, TX) – new constructions, 120 units ($15.92M)
- **Gala at Four Corners** (Houston, TX) – new constructions, 90 units ($20.02M)
- **Gala at Melissa** (Melissa, TX) – new constructions, 93 units ($18.11M)
- **Gala at Texas Parkway** (Missouri City, TX) – new constructions, 86 units ($17.77M)
- **Jubilee at Texas Parkway** (Missouri City, TX) – new constructions, 82 units ($16.99M)
- **Ashford Parkside** (Dunwoody, GA) - redevelopment, 151 units ($18.1M)
- **Ashford Landing** (Dunwoody, GA) - redevelopment, 117 units ($12.5M)
- **Norman Berry** (East Point, GA) - new construction, 119 units ($12.6M)
- **Princeton Court** (College Park, GA) - new construction, 116 units ($11.1M)
- **HearthSide Towne Lake** (Woodstock, GA) - redevelopment, 100 units ($15.3M)
- **HearthSide Johns Creek** (Johns Creek, GA) - new construction, 90 units ($13.7M)
- **HearthSide Brookleigh** (Brookhaven, GA) - redevelopment, 121 units ($15.7M)
- **HearthSide Peachtree City** (Peachtree City, GA) - new construction, 96 units ($15.4M)
- **HearthSide Sugarloaf** (Lawrenceville, GA) – new construction, 110 units ($17.1M)
- **MainStreet Winder** (Winder, GA) - new construction, 64 units ($9.8M)
- **MainStreet Braselton** (Braselton, GA) – new construction, 80 units ($13.1M)

Multifamily Apartment Experience

- **Provision at Four Corners** (Houston, TX) – new construction, 132 units ($22.62M)
- **Provision at West Bellfort** (Houston, TX) – new construction, 116 units ($20.84M)
- **Provision at Melissa** (Houston, TX) – new construction, 120 units ($21.76M)
- **Provision at North Valentine** (Hurst, TX) – new construction, 96 units ($18.29M)
- **River View** (Corpus Christi, TX) – new construction, 96 units ($14.7M)
- **Bella Vista** (Alton, TX) - new construction, 120 units ($16.5M)
- **Riverstone** (Corpus Christi, TX) - new construction, 60 units ($10.3M)
- **Wyndham Pointe** (Columbia, SC) - new construction, 180 units ($19.7M)
- **Westchase Park** (Fulton County, GA) - new construction, 224 units ($19.2M)
- **Vineyards Browns Mill** (Atlanta, GA) - new construction, 210 units ($18.2M)
- **Brookside Park** (Atlanta, GA) - new construction, 200 units ($18.7M)
- **Orchard Walk** (Decatur, GA) - acquisition rehab, 204 units ($20.8M)
ARTISTRY AT CRAIG RANCH
McKinney, Texas
Category: Senior Apartments (Market Rate)
Units: 163
Role: Co-Owner/Co-Developer
Construction Started: 2016

PROVISION AT MELISSA
Melissa, Texas
Category: Family (Affordable)
Units: 120
Role: Co-Owner/Co-Developer
Closing and Construction Start: 2017

GALA AT MELISSA
Melissa, Texas
Category: Senior Living (Affordable)
Units: 93
Role: Co-Owner/Co-Developer
Closing and Construction Start: 2017

GALA AT FOUR CORNERS
Four Corners (Houston), Texas
Category: Senior Living (Affordable)
Units: 90
Role: Co-Developer
Closing and Construction Start: 2017

PROVISION AT WEST BELLFORT
Houston, Texas
Category: Family (Affordable)
Units: 116
Role: Co-Developer
Closing and Construction Start: 2017
**RIVERSTONE**  
Corpus Christi, Texas  
Category: Family (Affordable)  
Units: 60  
Role: Development Services  
*Construction Complete: 2016*

**BELLA VISTA**  
Alton, Texas  
Category: Family (Affordable)  
Units: 120  
Role: Development Services  
*Construction Complete: 2016*

**RIVER VIEW AT CALALLEN**  
Corpus Christi, Texas  
Category: Family (Affordable)  
Units: 96  
Role: Development Services  
*Construction Complete: 2018*

**PROVISION at FOUR CORNERS**  
Four Corners (Houston), Texas  
Category: Family (Affordable)  
Units: 132  
Role: Development Services  
*Construction Complete: 2018*

**GALA at OAK CREST ESTATES**  
Euless, Texas  
Category: Senior Living (Affordable)  
Units: 120  
Role: Co-Owner/Co-Developer  
*Construction Complete: 2018*
Senior Living Properties

- Artistry at Craig Ranch (McKinney, TX) – new construction, 163 units
- Artistry at Edgetstone (Edgestone, TX) – new construction, 188 units
- Gala at Oak Crest Estates (Euless, TX) – new construction, 120 units
- Gala at Melissa (Melissa, TX) – new construction, 93 units

Multifamily Apartment Properties

- Provision at Melissa (Houston, TX) – new construction, 120 units
- Provision at North Valentine (Hurst, TX) – new construction, 96 units
SuperUrban Realty Ventures, LLC
Material Participation

SuperUrban Realty Ventures, LLC (SuperUrban Realty) has assisted in obtaining site control, creating the development program, and preparing the Tax Credit application. Following an Award, SuperUrban Realty will provide developments services for the development. Upon completion and placed-in-service, SuperUrban Realty will participate in the ownership and operation of the development.

More specifically, SuperUrban Realty will have material participation in the development by assuming the following responsibilities:

Review certain documentation for the Tax Credit application.

Review and assist with preparation of budgets and manage timelines for the various stages of acquisition, design, construction and lease-up.

Coordinate with consultants during the due diligence process including architects, engineers, appraisers, market analysts, surveyors, title companies, etc.

Obtain and review due diligence material related to the Development. Make recommendations regarding design and the overall development program based on review of due diligence materials.

Engage Architect and Engineers to prepare construction documents (plans and specifications).

Manage permitting and entitlement of the Development.

Participate in contractor selection and negotiation of the construction contract.

Solicit term sheets and assist with selecting investor and lender(s). Assist negotiation of final terms for Equity and Debt.

Manage adherence to Tax Credit deadlines and milestones including Carryover Allocation, 10% Test, Cost Certification and issuance of 8609’s.

Coordinate closing of the Development

Assist with construction oversight and monitor final completion of the Development in accordance with the approved plans, specifications, budget and schedules.

Coordinate with the property management team to ensure effective marketing, timely lease-up and stabilization of the Development.

Assist with conversion to permanent loan, final cost certification, preparation of LURA and obtaining 8609’s.
National Church Residences is a 501(c)3, non-profit organization based in Columbus, OH founded in 1961 and specializes in senior housing with an emphasis on affordable housing. National Church Residences has extensive affordable housing experience including owning, managing and/or developing and providing services to over 330 properties which include over 22,000 units throughout the country, including 27 properties in Texas containing over 1,600 units. National Church Residences provides Development Services including acting as primary developer, guarantor, property manager, construction manager, compliance manager and will either provide or coordinate tenant services for all 2019 TDHCA National Church Residences related projects including:

Trinity #19086
Mid Tule #19159
Morning Star #19024
National Church Residences of Robinson #19026

Please see Tab 41 for documentation of non-profit status.
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.

ALL Persons who have actual or apparent authority to exercise Control must be identified on the Organizational Chart.

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
19086 Trinity Place – Statement on Control

All persons listed under National Church Residences has Control in all Organizational Charts including:

Mark Ricketts—President/CEO
Tanya Hahn—SVP/CFO
Steve Bodkin—SVP/COO
Teresa Spitznagel—SVP
Jeff Wolf—SVP
Susan DiMickele—SVP/General Counsel/Secretary
Matt Rule—SVP
Danielle Willis—SVP
Michelle Norris—EVP
Doug Vesey—Treasurer
Lynn Anderson—Chairman
Peter Vogel—Vice-Chairman
Organizational Chart of Ownership

Development Owner
Trinity Place Senior Housing Limited Partnership

General Partner
National Church Residences of Trinity Place, LLC (0.01%)

Member/Manager
National Church Residences (100%)

Executive Officers (all 0%)
Mark Ricketts—President/CEO
Tanya Hahn—SVP/CFO
Steve Bodkin—SVP/COO
Teresa Spitznagel—SVP
Jeff Wolf—SVP
Susan DiMickele—SVP/General Counsel/Secretary
Matt Rule—SVP
Danielle Willis—SVP
Michelle Norris—EVP
Doug Vesey—Treasurer
Lynn Anderson—Chairman
Peter Vogel—Vice-Chairman
Organizational Chart of Ownership

Development Owner
Trinity Place Senior Housing Limited Partnership

General Partner
National Church Residences of Trinity Place, LLC (0.01%)

Member/Manager
National Church Residences (100%)

Limited Partner (proposed)
(99.99%)

Executive Officers (all 0%)
Mark Ricketts—President/CEO
Tanya Hahn—SVP/CFO
Steve Bodkin—SVP/COO
Teresa Spitznagel—SVP
Jeff Wolf—SVP
Susan DiMickele—SVP/General Counsel/Secretary
Matt Rule—SVP
Danielle Willis—SVP
Michelle Norris—EVP
Doug Vesey—Treasurer
Lynn Anderson—Chairman
Peter Vogel—Vice-Chairman
Guarantor
National Church Residences

Executive Officers (all 0% interest)
Mark Ricketts—President/CEO
Tanya Hahn—SVP/CFO
Steve Bodkin—SVP/COO
Teresa Spitznagel—SVP
Jeff Wolf—SVP
Susan DiMickele—SVP/General Counsel/Secretary
Matt Rule—SVP
Danielle Willis—SVP
Michelle Norris—EVP
Doug Vesey—Treasurer
Lynn Anderson—Chairman
Peter Vogel—Vice-Chairman
Organizational Chart of Developer

Developer
National Church Residences

Executive Officers (all 0% interest)
Mark Ricketts—President/CEO
Tanya Hahn—SVP/CFO
Steve Bodkin—SVP/COO
Teresa Spitznagel—SVP
Jeff Wolf—SVP
Susan DiMickele—SVP/General Counsel/Secretary
Matt Rule—SVP
Danielle Willis—SVP
Michelle Norris—EVP
Doug Vesey—Treasurer
Lynn Anderson—Chairman
Peter Vogel—Vice-Chairman
# 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>Applicant Legal Name:</th>
<th>Organization Legal Name:</th>
<th>Role/Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trinity Place Senior Housing Limited Partnership</td>
<td>National Church Residences of Trinity Place, LLC</td>
<td>General Partner</td>
</tr>
<tr>
<td>2335 North Bank Dr</td>
<td>2335 North Bank Dr</td>
<td>Columbus OH Zip: 43220</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Address: 2335 North Bank Dr</td>
<td>City: Columbus State: OH Zip: 43220</td>
</tr>
<tr>
<td>This entity will be the development owner</td>
<td>Legal Org is or will be: Limited Partnership</td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No Date formed:</td>
<td>Previous TDHCA Experience? No Phone: (614) 451-3539 Email: <a href="mailto:mrule@nationalchurchresidences.org">mrule@nationalchurchresidences.org</a></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience: Yes</td>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>Date formed: 8/23/1961 Legal Org is or will be: Non-Profit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes Previous TDHCA Experience? Yes Phone: (614) 451-3539 Email: <a href="mailto:mrule@nationalchurchresidences.org">mrule@nationalchurchresidences.org</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Mark Ricketts</td>
<td>2. Tanya Hahn</td>
<td>3. Steve Bodkin</td>
</tr>
<tr>
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<tr>
<td>Organization legally formed? Yes Date formed: 8/23/1961 Legal Org is or will be: Non-Profit</td>
<td></td>
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</tr>
<tr>
<td>Previous TDHCA Experience? Yes Phone: (614) 451-3539 Email: <a href="mailto:mrule@nationalchurchresidences.org">mrule@nationalchurchresidences.org</a></td>
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</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes Ability to exercise Control over the Development?</td>
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<td>List of Sub-Entities or Principals:</td>
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2/21/2019
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<th>Role/Title</th>
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<th>State: TX</th>
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<tr>
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<td>Phone: 7135034477</td>
<td>Email: <a href="mailto:jervonharris@yahoo.com">jervonharris@yahoo.com</a></td>
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<td>Jervon Harris</td>
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<td>TDHCA Experience:</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<th>Community Affairs:</th>
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Previous Participation Form

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Person/Role: National Church Residences of Trinity Place, LLC
Email Address: mrule@nationalchurchresidences.org
City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220
Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: National Church Residences (Developer, Guarantor)

Email Address: mrule@nationalchurchresidences.org

City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220

Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<tr>
<td>98049</td>
<td>Nueces Bend at Two Rivers</td>
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<td>HOME/HTC</td>
<td>Jun-00</td>
<td>current</td>
</tr>
<tr>
<td>11224</td>
<td>Magnolia Acres</td>
<td>Angelton</td>
<td>HTC</td>
<td>Jul-11</td>
<td>current</td>
</tr>
<tr>
<td>11251</td>
<td>Blessing Court (Bluebonnet/Primrose)</td>
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<td>HOME/HTC</td>
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<tr>
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<td>Mineral Wells</td>
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<td>Jun-18</td>
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Person/Role: Mark Ricketts

Email Address: mricketts@nationalchurchresidences.org

City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220

Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<tr>
<th>Person/Role:</th>
<th>Tanya Hahn</th>
</tr>
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<td>Email Address:</td>
<td><a href="mailto:thahn@nationalchurchresidences.org">thahn@nationalchurchresidences.org</a></td>
</tr>
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<td>City &amp; State of Home Addr:</td>
<td>2335 North Bank Drive, Columbus, OH 43220</td>
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<td>Applicant Legal Name:</td>
<td>Trinity Place Senior Housing Limited Partnership</td>
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Person/Role: Steve Bodkin
Email Address: sbodkin@nationalchurchresidences.org
City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220
Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

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Person/Role: Teresa Spitznagel
Email Address: tspitznagel@nationalchurchresidences.org
City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220
Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

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Person/Role: Jeff Wolf

Email Address: jwolf@nationalchurchresidences.org

City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220

Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

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Person/Role:  
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| Susan DiMickele |

Email Address:  
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| sdimickele@nationalchurchresidences.org |

City & State of Home Addr:  
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Person/Role: Matt Rule

Email Address: mrule@nationalchurchresidences.org

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Person/Role: Danielle Willis
Email Address: dwillis@nationalchurchresidences.org
City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220
Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role:  
Michelle Norris

Email Address:  
mnorris@nationalchurchresidences.org

City & State of Home Addr:  
2335 North Bank Drive, Columbus, OH 43220

Applicant Legal Name:  
Trinity Place Senior Housing Limited Partnership

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Person/Role:  

Doug Vesey  

Email Address:  

dvesey@nationalchurchresidences.org  

City & State of Home Addr:  

2335 North Bank Drive, Columbus, OH 43220  

Applicant Legal Name:  

Trinity Place Senior Housing Limited Partnership

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Person/Role: Lynn Anderson
Email Address: NA
City & State of Home Addr: 2335 North Bank Drive, Columbus, OH 43220
Applicant Legal Name: Trinity Place Senior Housing Limited Partnership

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<td>11224</td>
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<td>Angelton</td>
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</tr>
<tr>
<td>11251</td>
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<tr>
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<td>Huntsville</td>
<td>HOME/HTC</td>
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<tr>
<td>13212</td>
<td>Prairie Village</td>
<td>El Campo</td>
<td>HOME/HTC</td>
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<tr>
<td>02011</td>
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<td>Plateau Ridge</td>
<td>Cleburne</td>
<td>HTC</td>
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<tr>
<td>18111</td>
<td>Sandstone Foothills</td>
<td>Mineral Wells</td>
<td>HTC</td>
<td>Jun-18</td>
<td>current</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three (3) years by placing an "x" next to the program name.

[ ] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tr>
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<tr>
<td>SFD</td>
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<table>
<thead>
<tr>
<th>HTF/OCI:</th>
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<th>CFDC</th>
<th>Self-Help</th>
</tr>
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</table>

<table>
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<th>Other:</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td>NSP</td>
</tr>
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</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: SuperUrban Realty Ventures, LLC - HUB, Co-Developer
Email Address: jervonharris@yahoo.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: Jervon Harris

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15059</td>
<td>Gala at Oak Crest Estates</td>
<td>Euless</td>
<td>HTC</td>
<td>8/15</td>
<td></td>
</tr>
<tr>
<td>16226</td>
<td>Provision at Melissa</td>
<td>Melissa</td>
<td>HTC</td>
<td>8/15</td>
<td></td>
</tr>
<tr>
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<td>Gala at Melissa</td>
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<td></td>
</tr>
<tr>
<td>17315</td>
<td>Provision at North Valentine</td>
<td>Hurst</td>
<td>HTC</td>
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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

X By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

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Person/Role:  
Jervon Harris

Email Address:  
jervonharris@yahoo.com

City & State of Home Addr:  
Houston, Texas

Applicant Legal Name:  
Jervon Harris

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
## Nonprofit Participation

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

## Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>National Church Residences</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period?</td>
<td>Yes</td>
</tr>
<tr>
<td>If no to the question above, what is its current legal status?</td>
<td></td>
</tr>
<tr>
<td>If &quot;Other&quot; please specify:</td>
<td></td>
</tr>
<tr>
<td>Date of legal formation of Nonprofit Organization:</td>
<td>8/23/1961</td>
</tr>
<tr>
<td>1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?</td>
<td>Yes</td>
</tr>
<tr>
<td>If “Yes”, will this nonprofit organization Control the Applicant?</td>
<td>Yes</td>
</tr>
<tr>
<td>What is the ownership percentage of this nonprofit organization?</td>
<td>100</td>
</tr>
<tr>
<td>2) Describe the nonprofit’s participation:</td>
<td>NCR is developer &amp; Member/Manager of GP &amp; Guarantor</td>
</tr>
<tr>
<td>3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:</td>
<td>National Church Residences will remain actively involved as the owner and manager of the property throughout this period.</td>
</tr>
<tr>
<td>4) Will the nonprofit receive part of the development fees paid in connection with the development?</td>
<td>Yes</td>
</tr>
<tr>
<td>If &quot;Yes,&quot; explain:</td>
<td>National Church Residences will receive 95% of the developer fee</td>
</tr>
</tbody>
</table>
### LIST OF THE NONPROFIT ORGANIZATION’S BOARD MEMBERS, DIRECTORS AND OFFICERS

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Ricketts</td>
<td>President / CEO</td>
</tr>
<tr>
<td>Tanya Hahn</td>
<td>SVP / CFO</td>
</tr>
<tr>
<td>Steve Bodkin</td>
<td>SVP / COO</td>
</tr>
<tr>
<td>Teresa Spitznagel</td>
<td>SVP</td>
</tr>
<tr>
<td>Jeff Wolf</td>
<td>SVP</td>
</tr>
<tr>
<td>Susan DiMickele</td>
<td>SVP/General Counsel/ Secretary</td>
</tr>
<tr>
<td>Matt Rule</td>
<td>SVP</td>
</tr>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
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</tr>
</thead>
<tbody>
<tr>
<td>2335 North Bank Dr</td>
<td>Columbus</td>
</tr>
<tr>
<td>43220</td>
<td>OH</td>
</tr>
<tr>
<td>(800) 388-2151</td>
<td>Ext.</td>
</tr>
<tr>
<td>(800) 388-2151</td>
<td>Fax or Email</td>
</tr>
<tr>
<td>(800) 388-2151</td>
<td>Occupation</td>
</tr>
<tr>
<td>(800) 388-2151</td>
<td>Ext.</td>
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2/15/2019
<table>
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<tr>
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<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
<td>Danielle Willis</td>
<td>SVP</td>
<td>(800) 388-2151</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Michelle Norris</td>
<td>EVP</td>
<td>(800) 388-2151</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Doug Vesey</td>
<td>Treasurer</td>
<td>(800) 388-2151</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lynn Anderson</td>
<td>Board Chairman</td>
<td>(800) 388-2151</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peter Vogel</td>
<td>Board Vice Chairman</td>
<td>(800) 388-2151</td>
<td></td>
<td></td>
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</tbody>
</table>
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- [x] IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
In reply refer to: 0248367569
Jan. 27, 2015 LTR 4167C 0
31-0651750 000000 00
00021903
BODC: TE

NATIONAL CHURCH RESIDENCES
% JOSEPH R KASBERG SECRETARY TREASU
2335 N BANK DR
COLUMBUS OH 43220

016615

Employer Identification Number: 31-0651750
Group Exemption Number: 5048
Person to Contact: Mrs. Black
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 15, 2015, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in May 1962, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your 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.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright, Operation Mgr.
Accounts Management Operations
I HEREBY CERTIFY THAT:

(1) I am the keeper of the records of National Church Residences, an Ohio nonprofit corporation (the “Corporation”);

(2) The following is a true and correct copy of resolutions adopted by the Board of Directors of the Corporation on December 14, 2018 (the “Actions”):

WHEREAS, the Board of Directors of National Church Residences, an Ohio nonprofit corporation (“Corporation”), has been asked to authorize and approve the Corporation’s participation in the application for 2019 9% Low Income Housing Tax Credits (“LIHTC Application”) to the Texas Department of Housing and Community Affairs (“TDHCA”) for the acquisition and rehabilitation of the Trinity Place project, a 68-unit senior housing project located at 1203 Cushing Drive in Round Rock, Texas (“Project”).

NOW THEREFORE BE IT RESOLVED, that the Corporation is hereby authorized to participate in the LIHTC Application for the Project to be submitted to TDHCA; and

RESOLVED FURTHER, that Steven Bodkin, Tanya Hahn, Julia Fratianne, Susan DiMickele, Matt Rule, or any other officer of the Corporation are hereby authorized, empowered, and directed to take all such actions and execute and deliver any such documents as deemed necessary or appropriate in connection with the Corporation’s participation in and the submission of a 2019 LIHTC Application for the Project to TDHCA; and

RESOLVED FINALLY, that any and all actions heretofore or hereafter taken by the Board and the President or any other officer of the Corporation on behalf of the Corporation in accordance with the foregoing resolutions are hereby approved, ratified, and confirmed as the act and deed of the Corporation.

(3) That the Actions have not been in any way altered, amended, or repealed, and that they are in full force and effect, unrevoked and unrescinded, as of this day, and have been entered upon the records of this Corporation, as of the aforementioned date; and

(4) That the Board of Directors of the Corporation has, and at the time of adoption of the Actions had, full power and lawful authority to adopt the Actions and to confer the powers thereby granted to the officers therein named who have full power and lawful authority to exercise the same.

NATIONAL CHURCH RESIDENCES
By: [Signature]  
Susan M. DiMickele, Secretary  
Date: [Jan 31, 2019]
WHEREAS, the Board of Directors of National Church Residences, an Ohio nonprofit corporation (“Corporation”), has been asked to authorize and approve the Corporation’s participation in the application for 2019 9% Low Income Housing Tax Credits (“LIHTC Application”) to the Texas Department of Housing and Community Affairs (“TDHCA”) for the acquisition and rehabilitation of the Trinity Place project, a 68-unit senior housing project located at 1203 Cushing Drive in Round Rock, Texas (“Project”).

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RESOLVED FINALLY, that any and all actions heretofore or hereafter taken by the Board and the President or any other officer of the Corporation on behalf of the Corporation in accordance with the foregoing resolutions are hereby approved, ratified, and confirmed as the act and deed of the Corporation.

* * *
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>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Church Residences</td>
<td>Tracey Fine</td>
<td>(773) 860-5747</td>
<td><a href="mailto:tfine@nationalchurchresidences.org">tfine@nationalchurchresidences.org</a></td>
<td>$844,925.00</td>
<td>31-0651750</td>
</tr>
<tr>
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### Housing General Contractor:

<table>
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### Infrastructure General Contractor:

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### Cost Estimator:

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<tbody>
<tr>
<td>National Church Residences</td>
<td>Kelley Caruso</td>
<td>(614) 273-3814</td>
<td><a href="mailto:kcaruso@nationalchurchresidences.org">kcaruso@nationalchurchresidences.org</a></td>
<td>NA</td>
<td>31-0651750</td>
</tr>
<tr>
<td>National Church Residences</td>
<td>Kelley Caruso</td>
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</table>

### Architect:

<table>
<thead>
<tr>
<th>Company</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alamo Architects</td>
<td>Jim Bailey &amp; Beverly Baldwin</td>
<td>(210) 227-2612</td>
<td><a href="mailto:beverly@alamoarchitects.com">beverly@alamoarchitects.com</a></td>
<td>$267,751.00</td>
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2/26/2019
<table>
<thead>
<tr>
<th>Engineer:</th>
<th>Civil Engineer:</th>
<th>Market Analyst:</th>
<th>Appraiser:</th>
<th>Attorney:</th>
<th>Accountant:</th>
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<tbody>
<tr>
<td>same as above</td>
<td>Civiltude</td>
<td>VSI Insights (Vogt)</td>
<td>VSI Insights (Vogt)</td>
<td>Coats Rose</td>
<td>Plante &amp; Moran</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Fayez Kazi</td>
<td>Robert Vogt</td>
<td>Dave Ross</td>
<td>Scott Marks / Sarah Scott</td>
<td>Marc Brough</td>
</tr>
<tr>
<td>Phone</td>
<td>(512) 761-6161</td>
<td>(614) 224-4300</td>
<td>(614) 224-4300</td>
<td>(512) 384-6843</td>
<td>(614) 222-9034</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:fayez@civiltude.com">fayez@civiltude.com</a></td>
<td><a href="mailto:robv@vsinsights.com">robv@vsinsights.com</a></td>
<td><a href="mailto:dross@vsiinssights.com">dross@vsiinssights.com</a></td>
<td>smarks@coats rose.com</td>
<td><a href="mailto:marc.brough@plantemoran.com">marc.brough@plantemoran.com</a></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>no</td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td>Yes</td>
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<tr>
<td>Proposed Fee</td>
<td>TBD</td>
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<td>$5,100.00</td>
<td>$80,000.00</td>
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<td>45-3772718</td>
<td>76-0294490</td>
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<td>38-1357951</td>
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2/26/2019
### Property Manager:

<table>
<thead>
<tr>
<th>National Church Residences</th>
<th>Christina Sanchez</th>
<th>(210) 680-9199</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
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<tr>
<td><a href="mailto:csanchez@nationalchurchresidences.org">csanchez@nationalchurchresidences.org</a></td>
<td>NA</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  no

### Originator of Underwriter:

| na                         |                  |                |
| Contact Name               |                  |                |
| Email                      |                  |                |
| Certified Texas HUB?       |                  |                |

This is a direct or indirect, financial, or other interest with Applicant or other team members*  

### Bond Issuer:

| na                         |                  |                |
| Contact Name               |                  |                |
| Email                      |                  |                |
| Certified Texas HUB?       |                  |                |

This is a direct or indirect, financial, or other interest with Applicant or other team members*  

### Syndicator:

<table>
<thead>
<tr>
<th>NAHT</th>
<th>Joseph Wickham</th>
<th>(614) 917-2876</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jwickham@naht.org">jwickham@naht.org</a></td>
<td>$52,000.00</td>
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<tr>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>National Church Residences at Home Inc</th>
<th>Tara Wenger</th>
<th>(614) 273-3539</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:twenger@nationalchurchresidences.org">twenger@nationalchurchresidences.org</a></td>
<td>NA</td>
<td>20-1318783</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  Yes

### Supportive Services Provider:

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2/26/2019
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Application Consultant:

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Certified Texas HUB? [ ]
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ESA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
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<tbody>
<tr>
<td>Tanner Martin</td>
<td>(804) 665-2900</td>
</tr>
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<td></td>
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</table>

<table>
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<tr>
<th>Email</th>
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<tbody>
<tr>
<td><a href="mailto:t.martin@d3g.com">t.martin@d3g.com</a></td>
<td>$4,000.00</td>
<td>54-1720249</td>
</tr>
<tr>
<td><a href="mailto:jervonharris@yahoo.com">jervonharris@yahoo.com</a></td>
<td>5% dev fee</td>
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Certified Texas HUB? [ ]
This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]

PCA Provider:

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<tr>
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<td>(804) 665-2900</td>
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<tr>
<td><a href="mailto:t.martin@d3g.com">t.martin@d3g.com</a></td>
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<td>54-1720249</td>
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<td><a href="mailto:jervonharris@yahoo.com">jervonharris@yahoo.com</a></td>
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Certified Texas HUB? [ ]
This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]

Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Jervon Harris</td>
<td>(713) 503-4477</td>
</tr>
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</table>

<table>
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<td><a href="mailto:jervonharris@yahoo.com">jervonharris@yahoo.com</a></td>
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Certified Texas HUB? [ ]
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</table>

Certified Texas HUB? [ ]
This is a direct or indirect, financial, or other interest with Applicant or other team members* [ ]

2/26/2019
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

2-29-2019

Date

JAMES BAILEY

Printed Name

22012, TX

License Number and State

ALAMO ARCHITECTS

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]

2-25-2019

Date

James H.R. Bailey

Printed Name
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:

- [x] An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2019 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [ ] Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [ ] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [ ] Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
February 17, 2016

Mr. Steven T. Bodkin
c/o Tracey Fine - National Church Residences
2335 North Bank Road
Columbus, Ohio 43220

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2016 UNIFORM MULTIFAMILY RULES

Dear Mr. Bodkin:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. ...

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs’ rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Marni Holloway at marni.holloway@tdhca.state.tx.us.

Sincerely,

Marni Holloway
Director of Multifamily Finance
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Trinity Place Senior Housing Limited Partnership</td>
<td>No</td>
</tr>
<tr>
<td>2. National Church Residences of Trinity Place, LLC (GP)</td>
<td>No</td>
</tr>
<tr>
<td>3. National Church Residences (Developer, Guarantor)</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Mark Ricketts</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Tanya Hahn</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Steve Bodkin</td>
<td>Yes</td>
</tr>
<tr>
<td>7. Teresa Spitznagel</td>
<td>Yes</td>
</tr>
<tr>
<td>8. Jeff Wolf</td>
<td>Yes</td>
</tr>
<tr>
<td>9. Susan DiMichele</td>
<td>Yes</td>
</tr>
<tr>
<td>10. Matt Rule</td>
<td>Yes</td>
</tr>
<tr>
<td>11. Danielle Willis</td>
<td>Yes</td>
</tr>
<tr>
<td>12. Michelle Norris</td>
<td>Yes</td>
</tr>
<tr>
<td>13. Doug Vesey</td>
<td>Yes</td>
</tr>
<tr>
<td>14. Lynn Anderson</td>
<td>Yes</td>
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<tr>
<td>15. Peter Vogel</td>
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<td>18. SuperUrban Realty/Jevon Harris -separate</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 b. above.

By: [Signature] 2/19/2019  Its: [Title]

2/1/2019
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: National Church Residences

Which is: [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

[ ] a Developer for the Applicant for this specific Application

[ ] an Affiliate to the Applicant

[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I acknowledge that Matt Rule 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: National Church Residences

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
Printed Name  
Date: 2/7/2019
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: Mark Ricketts

Which is:  □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: __________________________  Mark Ricketts  __________________________
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  Date
Printed Name
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: Tanya Hohn

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: Tanya Hohn

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 2/6/2019
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: Steve Bodkin

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: Steve Bodkin

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 2/1/2019
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: Teresa Spitznagel

Which is: 
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Teresa Spitznagel

Date: 2/7/19
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: Jeff Wolf

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Jeff Wolf

[Printed Name] 2/20/2019
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: Susan DiMickey

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] Susan DiMickey
Printed Name Date

2/19/19
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part I (b) must complete this form.

Name and role of Person or Entity completing this form: Matt Rule

Which is:

- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Matt Rule
Printed Name
Date: 2/19/19

2/7/2019
Part II. Credit Limit Certification

Instructions:
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Name and role of Person or Entity completing this form:

Which is:  
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Danielle Willis

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: 2/22/2019

2/7/2019
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: Michelle Norris

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: Michelle Norris

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date 2/7/2019
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: Doug Vesey

Which is: [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

[ ] a Developer for the Applicant for this specific Application

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Printed Name: Doug Vesey

Date: 2/7/2019
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: Lynn Anderson

Which is: [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]  Lynn Anderson  Date: 2/20/19

Printed Name

2/7/2019
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: Peter Vogel

Which is: □ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Peter Vogel
Printed Name
Date: 2/29/2019

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
### Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

**Instructions:**

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

#### Part I. Applicant Credit Limit Documentation

**a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.**

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>Yes/No</th>
<th>Submit Part II</th>
</tr>
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<tr>
<td>1.</td>
<td>SuperUrban Realty Ventures, LLC</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Jervon Harris</td>
<td>Yes</td>
<td></td>
</tr>
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**b. Person/entity has at least one other application in the current Application Round.**

<table>
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<tr>
<th>No.</th>
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<td>Jervon Harris</td>
<td>Yes</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

**By:**

*Signature of Applicant*

**Feb 23, 2019**

**Its:**

*Sole Member*

2/15/2019
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

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Part I. Applicant Credit Limit Documentation

| a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor. |
|-----------------|-----------------|
| 1. SuperUrban Realty Ventures, LLC | Yes | Submit Part II |
| 2. Jervon Harris | Yes | Submit Part II |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
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| 26. | | |
| 27. | | |
| 28. | | |
| 29. | | |
| 30. | | |

b. Person/entity has at least one other application in the current Application Round.

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant] 4/26/19  Its: [SVP]

4/25/2019
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: ____________________________

Which is:
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: ____________________________
Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

SuperUrban Realty Ventures, LLC
Printed Name

Feb 23, 2019
Date
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Jervon Harris

Which is:

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Jervon Harris

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

Printed Name

Date: Feb 23, 2019
- **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 Round Rock**
    - Name of Local Government Body
    - Name of Local Government Body (if applicable)
    - ** Note that resolutions are due March 1, 2019

- **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!

- **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

- **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. Bake A Wish**
      - Name of Community Organization
      - Teresa Ramirez
      - Contact Name
      - Support
      - Opposition
    - **B. Central Texas Food Bank**
      - Name of Community Organization
      - Emily De Maria
      - Contact Name
      - Support
      - Opposition
    - **C. Senior Access**
      - Name of Community Organization
      - Serita Lacasse
      - Contact Name
      - Support
      - Opposition
    - **D.**
      - Name of Community Organization
      - Contact Name
      - Support
      - Opposition
    - **E.**
      - Name of Community Organization
      - Contact Name
      - Support
      - Opposition
    - **F.**
      - Name of Community Organization
      - Contact Name
      - Support
      - Opposition

2/11/2019
RESOLUTION NO. R-2018-6142

RESOLUTION FROM THE CITY COUNCIL OF THE CITY OF ROUND ROCK, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE 2019 COMPETITIVE HOUSING TAX CREDIT (HTC) PROGRAM THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) BY TRINITY PLACE SENIOR HOUSING LIMITED PARTNERSHIP, FOR THE REHABILITATION OF TRINITY PLACE APARTMENTS.

WHEREAS, Trinity Place Senior Housing Limited Partnership ("Applicant") has requested funding support from the City of Round Rock to rehabilitate an existing 68-unit affordable senior rental housing community named [Trinity Place Apartments located at 1203 Cushing Dr, Round Rock, Williamson County, Texas (the "Development")] and

WHEREAS, the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 2019 Competitive 9% Housing Tax Credits ("HTC") for the rehabilitation of Trinity Place; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution of support from the governing body of a local political subdivision to the Development will improve the overall success of its application; and

WHEREAS, pursuant to the rules that govern the allocation of HTCs by TDHCA, an applicant who provides a resolution from the governing body of a local political subdivision agreeing to commit a minimum of $500.00 of funding assistance to the Development to improve the overall success of its application; and

WHEREAS, the Applicant has requested a commitment of required funding assistance for $500.00 for its application in the form of a reduced fees for the benefit of the Development from the City of Round Rock for its application to TDHCA for the rehabilitation of Trinity Place; and

WHEREAS, 100% of the members of the City Council of the City are elected officials;

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF ROUND ROCK, THAT:

1. The City of Round Rock, acting through its governing body, hereby confirms that it supports, approves construction and authorizes tax credits to the proposed rehabilitation of Trinity Place by Trinity Place Senior Housing Limited Partnership located at 1203 Cushing Drive and that this formal action has been taken to put on record the opinion expressed by the City of Round Rock in Williamson County on December 6, 2018; and

2. The City of Round Rock, will commit a funding amount to the Development of waiving or reducing the Building Permit Fee in a minimum amount of $500.00 should the project be selected for funding; and
3. Notwithstanding anything herein to the contrary, the funding commitment by the City of Round Rock, shall be contingent on the Applicant’s receipt of commitment of HTCs for the Development from TDHCA;

**BE IT FURTHER RESOLVED THAT:**

1. The City of Round Rock, Williamson County, Texas hereby supports the proposed Trinity Place Apartments, and confirms that its governing body specifically approves the construction and/or rehabilitation of the Development and authorizes an allocation of Housing Tax Credits for the Development pursuant to Texas Government Code §2306.6703(a)(4); and

2. That for and on behalf of the Governing Body, Craig Morgan, Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and

3. The City of Round Rock is not a related party to the Applicant, and any funding assistance committed by the City to the development of Trinity Place pursuant to this resolution will not have been first provided to the City by the Applicant or any related party to the Applicant.

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

**RESOLVED** this 6th day of December, 2018.

\[Signature\]

CRAIG MORGAN, Mayor
City of Round Rock, Texas

**ATTEST:**

\[Signature\]

SARA L. WHITE, City Clerk
January 14, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Re: Trinity Place Apartments
1203 Cushing Drive
Round Rock, TX 78664

Dear Ms. Holloway,

I would like to express my support for the proposed rehabilitation of Trinity Place Apartments, a 68 unit affordable multifamily development for seniors located at 1203 Cushing Drive in Round Rock. I understand that Trinity Place Senior Housing Limited Partnership will submit a low income housing tax credit application to your agency for the proposed renovation.

Again, I am pleased to lend my support to renovate and preserve this affordable housing community.

Sincerely,

James Talarico
Texas State Representative, District 52
January 11, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Trinity Place Apartments
1203 Cushing Drive
Round Rock, TX 78664
TDHCA #19086

Dear Ms. Holloway,

We would like to express our support for the proposed rehabilitation of Trinity Place Apartments, a 68 unit affordable multifamily development for seniors located 1203 Cushing Drive in Round Rock. We understand that Trinity Place Senior Housing Limited Partnership will submit a tax credit application to your agency for this proposed renovation.

We are excited that the facility is interested in making improvements to its complex. We appreciate the willingness to make these improvements for its residents and the community.

Again, we are very pleased to lend our support to this affordable housing community and ask that you give it favorable consideration for the allocation of housing tax credits. If you need additional information, you may contact me at the below number.

Sincerely,

Teresa Ramirez
President
Bake a Wish Austin

Cc: Tracey Fine (tfine@nationalchurchresidences.org)
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar.
BAKE A WISH

to view Publication 4221-FC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

[Signature]

Director, Exempt Organizations
Rulings and Agreements
WHO WE ARE

Bake a Wish is a 501(c)3 nonprofit, started in Austin in September 2009 with an original mission of providing free birthday cakes to abused/neglected/abandoned children and youth who would not otherwise receive one. Our very first delivery was to a young man for his 19th birthday. We received a thank you note from the agency, who said it was the very first birthday cake he’d ever received. Hard to imagine, isn’t it? From that moment, we realized the importance of our mission.

With such an amazing mission, word about us spread rapidly. In the years following, we have expanded our mission to also serve Austin’s elderly and disabled adults in assisted housing communities.
WHO WE SERVE

We currently serve Austin-area agencies that cater to neglected/abused/abandoned children and youth, and the elderly/disabled in affordable housing communities. As our volunteer base continues to grow, we continue to add new agencies.

We are currently accepting requests from Austin area agencies. (We are unable to provide cakes to individuals at this time; all requests must be from a non-profit agency.) Do you know an agency that would benefit from our services? Contact us for more information.

(mailto:president@bakeawishaustin.com)
FEATUERED PARTNERS

SafePlace provides safety for individuals and families affected by domestic violence, and sexual assault and exploitation through campus based prevention and intervention services. Bake a Wish has been providing birthday cakes for children and families in SafePlace facilities for over 6 years, and Campus Managers have shared many stories of the cheer and joy the cakes have brought to the families in their care.

VISIT THEIR WEBSITE
(www.safeaustin.org/safeplace)

THOSE WE’VE SERVED

- Any Baby Can
(http://anybabycan.org/)
- A World for Children
(http://www.awfc.org/)
- Austin Interfaith Supportive Services
(http://www.austininterfaith.org/)
- Casa Marianella
(http://www.casamarianella.org/)
- Central Texas Children’s Home
(http://ctch.org/)
- Family Eldercare
(https://www.familyeldercare.org/)
- Foundation Communities
(http://foundcom.org/)
- Goodwill Community & Resource Centers
(https://www.goodwillcentraltexas.org/)
- Helping Hand Home for Children
(http://helpinghandhome.org/)
- Hope House of Austin
(https://www.hopehouseaustin.org/)
• Housing Authority of the City of Austin
  (http://www.hacanet.org/)
• Life Works Emergency Shelter
  (http://www.lifeworksaustin.org/)
• Life Works GED Program
  (http://www.lifeworksaustin.org/)
• Life Works Transitional Living Program
  (http://www.lifeworksaustin.org/)
• Life Works Young Moms & Babies Program
  (http://www.lifeworksaustin.org/)
• Mary Lee Foundation
  (http://www.maryleefoundation.org/)
• Posada Esperanza
  (http://www.casamarianella.org/posadaesperanza/)
• Presbyterian Children’s Home
  (http://www.pchas.org/)
• Project Transitions
  (https://www.projecttransitions.org/)
• Safe Place
  (http://www.safeaustin.org/safeplace/)
• Settlement Home
  (https://www.settlementhome.org/)
• STARRY
  (http://www.starry.org/)
• Texas Baptist Children’s Home
  (http://www.tbch.org/)
• The Arc of the Capital Area
  (http://www.arcaustin.org/)
• The Care Communities
  (http://carecommunities.org/)
• Trinity Center
  (http://trinitycenteraustin.org/)
• YouthLaunch
  (http://www.youthlaunch.org/)

Know an agency that would benefit from our services?

CONTACT US  (mailto:president@bakeawishaustin.org)
01/23/19

Marni Holloway, Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th St.
Austin, TX 78701

RE: Trinity Place Apartments, 1203 Cushing Dr., Round Rock, TX 78664
(TDHCA #19086)

Dear Ms. Holloway:

The Central Texas Food Bank (CTFB) would like to express our support for the proposed rehabilitation of Trinity Place Apartments, a 68 unit affordable multifamily development for seniors located 1203 Cushing Drive in Round Rock. We understand that Trinity Place Senior Housing Limited Partnership will submit a tax credit application to your agency for this proposed renovation. CTFB is excited that the facility is interested in making improvements to its complex, and we appreciate their willingness to make these improvements for its residents and the community.

As way of background, CTFB administers the Commodity Supplemental Food Program (CSFP) here in Central Texas. The CSFP was authorized under the Agriculture and Consumer Protection Act of 1973. The purpose of the CSFP is to improve the health and nutritional status of low-income seniors through nutrition education and food assistance. The Texas Department of Agriculture (TDA) administers the CSFP in Texas by agreement with the United States Department of Agriculture (USDA). The CTFB is the Contracting Agency (CE) authorized by the TDA to determine eligibility, distribute USDA foods, and conduct nutrition education activities for eligible clients in the CTFB's service areas. The CTFB has been partnering with National Church Residences to distribute CSFP at their Cobblestone Court and Eberhart Place locations since June, 2017, and the CTFB looks forward to continuing this relationship in the future.

Again, we are very pleased to lend our support to this affordable housing community, and ask that you give it favorable consideration for the allocation of housing tax credits. If you need additional information, please contact me at the number listed below.

Sincerely,

Emily De Maria
Central Texas Food Bank, CPO
512-684-2541
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

January 24, 2019

CENTRAL TEXAS FOOD BANK, INC.
6500 METROPOLIS DR
AUSTIN, TX 78744-3123

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 03-03-1982
- Sales and use tax, as of 03-03-1982
  (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: 17422173504

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.
URGENT! MATCHING CHALLENGE TO STOCK OUR SHELVES DURING THE SHUTDOWN!

Learn More

Get Help

https://www.centraltexasfoodbank.org/?gclid=Cj0KCQiA4aXiBRCRARIAMBZGz9V2e...
Get Involved

News
Food Bank Helps Federal Employees During Shutdown

Cori-Beth and Kevin are federal employees affected by the government shutdown. After missing their last paycheck, they traveled from Taylor to attend the Food Bank’s recent special distribution for furloughed federal employees.

How Corporations Can Make a Huge Impact with Little Effort

It doesn’t take too much to give back, especially when you team up with your co-workers to fight hunger. Check out these easy ways to give back to your community alongside your co-workers.

Food Bank Helps Great Grandmother During Holidays

Sandy lives on a fixed income and relies on the Food Bank to supplement her groceries. This holiday season, she’s able to smile about one more thing thanks to the Food Bank—a special holiday meal she can share with her loved ones.

Get Creative with Greek Yogurt

To make favorite recipes healthy, our nutrition education team gets creative in the kitchen. Check out these delicious recipes that use Greek yogurt.
UPCOMING EVENTS

Jan 04
Souper Bowl of Caring 2019

Jan 17
Austin Java Gives Back

MORE

RECENT PRESS RELEASES

Jan 23, 2019
Food Pantry Truck for Veterans and Furloughed Federal Workers set for Thursday, January 24, 2019, at the Temple VA

Jan 16, 2019
851 Households Receive Assistance at Central Texas Food Bank’s Food Distribution and Resource Fair for Federal Employees

Jan 08, 2019
Souper Bowl of Caring Kicks Off Annual Hunger-Relief Effort in Central Texas

Jan 07, 2019
BancorpSouth Donates $25,000 to the Central Texas Food Bank
February 11, 2019

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

RE: Trinity Place Apartments  
1203 Cushing Drive  
Round Rock, TX 78664  
TDHCA #19086

Dear Ms. Holloway,

We would like to express our support for the proposed rehabilitation of Trinity Place Apartments, a 68 unit affordable multifamily development for seniors located 1203 Cushing Drive in Round Rock. We understand that Trinity Place Senior Housing Limited Partnership will submit a tax credit application to your agency for this proposed renovation.

We are excited that the facility is interested in making improvements to its complex. We appreciate the willingness to make these improvements for its residents and the community. We pick up several clients from Trinity Place Apartments and the upgrades will help all of them.

Again, we are very pleased to lend our support to this affordable housing community and ask that you give it favorable consideration for the allocation of housing tax credits. If you need additional information, you may contact me at 512-310-1060 or email at serita@senioraccesstx.org.

Sincerely,

“Serita Lacasse”

Executive Director  
512-310-1060  
serita@senioraccesstx.org

Cc: Tracey Fine (tfine@nationalchurchresidences.org)
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 11, 2019

SENIOR ACCESS
2498 E PALM VALLEY BLVD
ROUND ROCK, TX 78665-4682

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 12-08-1993
- Sales and use tax, as of 01-01-1994
  (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: 17426924845

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.

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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.
YOUR KEY TO INDEPENDENCE
At Senior Access, our vision is to insure that every senior in our communities has access to essential services. We provide free transportation and support services that enhance independence and quality of life for all of our senior clients. We currently work with over 1,300 seniors in the Round Rock, Pflugerville, Hutto, and East Austin areas of Texas. The following are FREE services to our clients:

MORE THAN JUST RIDES
Examples of other services Senior Access volunteers provide:
- Reading through complicated paperwork
- Filling out on-line paperwork/applications
- Personal visits during the week
- Telephone calls during the week

OUR CLIENTS
To become a client you must be:
- 60 years or older
- Live within our geographic boundaries
- Live independently or with family
- Mobile without the use of a wheelchair
- Not suffering from severe dementia

GETTING STARTED
Simply complete the form on the Contact Us page with all of the requested information.
1. We will verify your address to determine if it’s within our geographical boundaries
2. If you are within our boundaries we will contact you to get things started.
3. If you are not within our geographical boundaries, we will call you back with a referral to another group covering your area.

SEE OUR SERVICE MAP HERE
OUR SERVICE AREAS

Senior Access provides services to Clients from I35 to the West, Toll Road 45 to the North, Cameron Road to the East and Parmer Lane to the South. The region includes the cities of Round Rock, Pflugerville, Hutto, and East Austin.

512-310-1060 See Service Area Map Here. © Copyright 2023 by Senior Access.

AUSTIN EAST

East of I35 | West of Toll Road 130 | South of Parmer Lane down to Cesar Chavez including the communities of Dallan, Windsor, Mueller, and the Decker Lane area near the Exposition Center.

ROUND ROCK & ROUND ROCK ETJ

North to Chandler Road | South to Louis Henna | East to the 130 Toll Road | West to Parmer Lane.

PFLUGERVILLE

Bounded by I35 to the West | 45 Toll Road to the North | Cameron Road to the East | Parmer Lane to the South including the communities of Pflugerville and the Windemere Development.

HUTTO

Bounded by Red Bud Lane to the West | Chandler Road to the East | SR 101 to the East | Kelly Lane to the South including the Star Ranch Development and the Town of Norman Crossing.

CONTACT US

Our wonderful volunteers will be happy to help you with any question you may have.

EVENTS

You’ll find us at all kinds of places. See all of our upcoming events.

BLOG

Follow our blog to stay abreast of all the great things our volunteers are doing.

DONATE

Your valuable contributions are what make this important service possible.

https://www.senioraccesstx.org/service-areas

2/11/2019
# Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - **Prepared by:** Dominion Due Diligence
   - **Date of Report:** 2/20/2019
   - [ ] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [ ] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - [ ] Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - [ ] Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - [ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - [ ] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - [ ] Documentation of HUD Environmental Clearance is included behind this tab.
   - [ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - [ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: 
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - [X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - **Prepared by:** VSI Insights (Vogt)
   - **Date of Report:** PMA: 2.2019
   - **Development Site Location:**
     - Longitude: -97.6745368
     - Latitude: 30.4977775

4. **Property Condition Assessment (PCA)**
   - **Prepared by:** Dominion Due Diligence
   - **Date of Report:** 5/2018 & 2/2019

5. **Appraisal**
   - **Prepared by:** VSI Insights (Vogt)
   - **Date of Report:** 2/1/2019

6. **Site Design and Development Feasibility Report**
   - **Prepared by:** NA
   - **Date of Report:** NA

2/25/2019
B. Primary Market Area Delineation

The Primary Market Area (PMA) is the smallest geographic area where the majority of support for the subject site resides. Interviews with management at the site, area leasing agents and government and economic development representatives contribute to the identification of the Round Rock Site PMA. In addition, our field analysts personally inspect the area to pinpoint physical and economic variances in the market, and analyze the area’s household and population demographics.

The Round Rock Site PMA comprises a portion of the city of Round Rock and unincorporated areas of Travis and Williamson counties. The significant boundaries of the Round Rock Site PMA include:

North: E. Old Settlers Boulevard

East: N. Red Bud Lane, Brushy Creek and Gattis School Road

South: Port Ellen Drive, Huxley Lane and State Route 45

West: Interstate 35

Sherry Housing, property manager at the subject site, Trinity Place, commented on the rental market in the area. Ms. Houston said her tenants typically stay for long periods of time. The current residents at the property are either from Round Rock or have moved from other areas of Texas and the country to be closer to their friends or family. The site currently has a waiting list with 150 households. Ms. Houston said that residents at the property prefer the neighborhood as it is near community services and access to public transportation is convenient.

Sarah Hernandez, property manager at Red Hills Villas, a Tax Credit property east of the site, stated that the majority of residents at her property (approximately 70%) are from Round Rock. She further stated that some residents have relocated to her property from the Austin or Georgetown areas, but this is not a significant amount.

Blake Bearden, leasing agent at the market-rate property, Enclave at La Frontera, said tenant support at his project comes from the areas of Round Rock that are north of State Route 45. Mr. Bearden added that Round Rock has become popular for those to live and work as the cost of living is lower than Austin but is within a short enough distance to visit the city frequently. He said some support comes from Austin and those who relocate to Round Rock for employment, but that is not the primary support component at Enclave at La Frontera.

The Round Rock Site PMA boundaries were influenced by the area’s socioeconomic factors. The areas to the north, east and west of the Site PMA boundaries consist primarily of residents with higher income levels who are unlikely to qualify to live at the site. Residents in these areas are not likely to provide support for the site. The areas to the south of the PMA boundaries consists of many homeowners who will not provide support for the site. The renter population to the south of the PMA boundaries are more likely to move toward Austin than the site and are unlikely to provide support for the site.
The following Census Tracts are included in the Site PMA:

484910205.03  484910205.04  484910205.05  484910206.02
484910207.01  484910207.03  484910207.04  484910207.07
484910207.08  484910215.02  484910215.03  484910215.05
484910215.08

A modest portion of support comes from some other areas of Williamson and Travis counties and suburban communities in the area; however, this support component is not significant. Therefore, we have not considered a secondary market area in this report.

Maps delineating census tract boundaries, as well as that of the Site PMA and the location of the comparable properties relative to the site follow.
Trinity Place Apartments, Round Rock

National Church Residences received Dominion’s inspection report for the Trinity PCA and then worked with Alamo Architects to create the SOW as seen in the submitted PCA. This SOW encompasses all development items proposed by the Applicant as of February 2019 and is the Applicant’s scope of work narrative as required by §10.306.

 Dominion reviewed our SOW and confirmed that our SOW is adequate for the needs of Trinity Place as evidenced in the replacement reserve analysis. The cost of the SOW is included in the development budget.
### 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 = 16.4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Poverty Rate is less than 15.629.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<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>
<tr>
<td></td>
<td></td>
<td>Applicable Poverty Rate is less than 15.629.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Applicable Poverty Rate = NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Applicable Poverty Rate is less than 15.629.</td>
</tr>
</tbody>
</table>

Rent Burden Rank = 1059 (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: -97.6745368
- Development Latitude: 30.4977775
- Target Population: Elderly
- Closest Development serving same Population: Bluffs Landing Senior Villlage
- Application Number: 07249
- Address: 3201 Bluffs Landing Way, Round Rock 78664
- Year of Award: 2007

1/23/2019
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: Trinity Place Apartments
Development Street Address: 1203 Cushing Drive
Development City: Round Rock
Development County: Williamson
TDHCA # (for office use only): 19086

Part 2: Neighborhood Organization Information

Neighborhood Organization Name: Trinity Place Resident Association

This organization also made a submission to TDHCA in prior HTC Application Rounds:
- Check one: □ Yes  x No
- If YES, provide the years that the organization made submissions prior to 2019:

The Neighborhood Organization is a (select one of the following):
□ Homeowners Association
□ Property Owners Association
x Resident Council and our members occupy the existing development
□ Other (explain): 

As of December 5, 2018, (as applicable) this Neighborhood Organization was in existence and by December 31, 2018 on record with (select one of the following):
x County
□ Secretary of State

Part 3: Neighborhood Organization Contact Information

1st Contact Information

Name: Debora Graham
Title: Officer
Physical Address: Same as above. Unit 49
Mailing Address (if different from above):
City: 
ZIP Code: 
Phone: 512-218-9232 
Email: n/a
Part 5: Written Boundary Description

This section of the form requests a written boundary description of the Neighborhood Organization's boundaries. In order for the comment to count for the QCP score, the boundaries of a Neighborhood Organization must be complete and include the Development Site. A boundary map, showing each boundary consistent with the description, should be attached to this form. If boundaries are not visible on the map or do not match the description, the Department will issue an Administrative Deficiency to request clarification. If the Development Site is not located within the boundaries, no QCP points will be awarded for the letter. The letter will still be presented to the Department's Governing Board as part of public comment.

Part 6: Certifications

This section of the form requests that the individuals with authority to sign on behalf of the Neighborhood Organization certify to the information presented on this form and that the Neighborhood Organization meets the requirements to qualify for purposes of Quantifiable Community Participation.

This certification includes statements regarding the membership of the neighborhood Organization as well as its boundaries and should be carefully reviewed. The form requires the signature, printed name, date and title for both the 1st and 2nd Contact to be considered complete.
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

2nd Contact Information
Name: Joyce Osgood
Title: Officer
Physical Address: Same as above., unit 51
Mailing Address (if different from above): 
City: 
Phone: 512-716-0704 Email: N/A

Part 4: Reason for Support or Opposition

The Neighborhood Organization: X Supports □ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:

Trinity Place Resident Association supports the application for tax credits to TDHCA. Trinity Place apartments is 35 years old and in need of significant updates and repairs. We look forward to having our apartments and community room renovated so that we can preserve our home for both current and future residents. We fully support Trinity’s application for tax credit funding.

Part 5: Written Boundary Description

Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St., East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.

Trinity Place site is an oddly shaped backwards “C”. Our northern boundary is School Days Ln, eastern boundary is about 90 feet from Surey Drive, western boundary is Cushing Drive. On the south border, there are single family homes directly on the other side of our property line. Please see attached map for better picture of our boundary.

QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

Part 6: Certifications

By signing this form, I (we) certify to the following:
- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 5, 2018.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 4, 2019 may not be considered eligible and a site that is only partially
within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.

- This organization certifies that it meets the definition of "Neighborhood Organization"; defined as an organization of persons living near one another within the organization's defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.

- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.

- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.

- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):

DEBORAH GRAHAM 1-18-19
1st Contact Signature
Date

DEBORAH GRAHAM OFFICER
1st Contact Printed Name
Title

JOYCE DESGOOD 1-18-19
2nd Contact Signature
Date

JOYCE DESGOOD OFFICER
2nd Contact Printed Name
Title
Trinity Place Apartments
Retirement Home

1203 Cushing Dr, Round Rock, TX 78664
F8XG+45 Round Rock, Texas
trinityplaceapartments.org
(512) 244-0366
add GFCI plugs in the kitchen and on the front and back porches. Bids are out to secure these services. We do not have a date for these services yet but will let you know when the work will begin.

There will be a notification notice going out informing residents that Kacey with Dynamo Heating and Air will begin furnace inspections beginning Monday, October 8th to make sure everyone is ready for the colder temperatures when they arrive.

Residents asked to have dominoes added to the calendar on Thursdays at 1:00pm

With no additional business, the meeting ended at 12:56pm with Joyce Osgood winning the $10 Door Prize.
CERTIFICATE OF OWNERSHIP FOR AN INCORPORATED BUSINESS

NAME IN WHICH BUSINESS IS OR WILL BE CONDUCTED:

Trinity Place Residents Association

BUSINESS ADDRESS 1203 Cushing Drive
CITY Round Rock STATE TX ZIP 78664

BUSINESS PHONE (Optional)

E-MAIL ADDRESS (Optional)

Notice: “Certificates of Ownership” are valid only for a period not to exceed 10 years from date filed.

THE CORPORATION IS A (check one):

___ Business Corporation ___ Non-Profit Corporation ___ Professional Corporation

___ Professional Association ___ LLC  ___ Other __ Resident Association __

The undersigned corporation is the owner of the above business and the name and address given is true and correct, and there is no other ownership in said business.

I have conducted a search of the indexes of Assumed Names of Williamson County, Texas, and do not find the above business name being used prior or this filing.

NAME OF CORPORATION Trinity Place Residents Association

ADDRESS/CITY/STATE 1203 Cushing Drive/Round Rock/TX ZIP 78664

NAME OF OFFICER Debora Graham SIGNATURE
TITLE Officer HOME PHONE

NAME OF OFFICER Joyce Osgood SIGNATURE
TITLE Officer HOME PHONE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared

Debora Graham, Officer, and Joyce Osgood, Officer,

Title Trinity Place Residents Association

known to me to be the persons whose names are subscribed to the foregoing certificate and each acknowledged to me that she executed the same as an officer of the above corporation for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of November, 2014.

[Seal] KYM L. BROWN
MY COMMISSION EXPIRES DECEMBER 30, 2018
Notary Public in and for the State of Texas

Revised 12/28/2007
Document Type
ASSUMED NAME

General Info

Document Number: 2018107386
Date: 12/06/2018 04:03:47 PM

Recording Fee:
$18.50

Number of Pages: 2

Names

Owner(s):
TRINITY PLACE RESIDENTS ASSOCIATION

Business Name:
TRINITY PLACE RESIDENTS ASSOCIATION

Type of Entity:
RESIDENT ASSOCIATION

Trinity Association comes up in Williamson County search

CERTIFICATE OF

NAME IN WHICH BUSINESS IS OI
Trinity Place Residents Asso

BUSINESS ADDRESS 1203 Cus
CITY Round Rock

BUSINESS PHONE (Optional)

E-MAIL ADDRESS (Optional)

Notice: "Certificates of Ownership" a

THE CORPORATION IS A (check o

Business Corporation

Professional Association

The undersigned corporation is the oven and there is no other ownership in said

I have conducted a search of the index above business name being used prior

NAME OF CORPORATION Trinity
ADDRESS/CITY/STATE 1203 C

NAME OF OFFICER Debora Gr:
TITLE Officer

NAME OF OFFICER Joyce Osg
Minutes of Residents’ Meeting Thursday, September 27, 2018

Resident Attendees: Grace Salazar, Helen Lewis, Cheryl Burns, Ralph Barker, Shirley Griffith, Janet Carroll, Emma Clawson, Sylvia Hubilla, Hope Rios, Aida Cedeno, Dolores Enrique, Debora Graham, Joyce Osgood.

Blessing on the meal and meeting given by Sherry.

Meeting called to order at 12:28pm and led by Sherry Houston, Manager. Thank you for the good eats today. God has blessed us as a group and you are a blessing as we gather together to share in His bounty!

**Old Business:**
There has been increased traffic since school began. Please be careful and watch your speed and watch out for those little ones darting out into the street.

We have been baking for NNO – thanks to those who have come up to the CR and helped with that process. We have some 16 dozen cookies and some 12 packages of cupcakes ready to pull out of the freezer on Monday and get packaged for the cake walk. If you do bake at home, we’ll need those items by 5pm on Monday, October 1st. This way we’ll have time to package for the cake walk. Please, don’t bake anything that requires refrigeration.

**Ongoing & Upcoming Business:**
NNO October 2, 2018 – you have agreed to sponsor that event. As a reminder, Ms. Grace Salazar’s son is lending us a bounce castle for your NNO. Kym has secured the rental of a cotton candy machine and supplies for up to 75 people. Kym has contacted some of the area service providers and several plan on being here to share information
voted to have Pastor Haverlah lead a candle light service on December 23rd. at 6:00pm

Let’s talk about mail. We have had multiple different postmen over the last few months. Most of these folks don’t take the extra minutes to look at your name and put that in your correct box. So, if the letter doesn’t have an apartment number – we usually get in the office mail. If addressed to you at the wrong apartment number, your mail probably isn’t getting to you. Many residents who get a neighbor’s mail, bring it to the office…..and that is fine. BUT if someone has your incorrect mailing information – you should let the sender know. It is a bit of a nuisance to get mail in your box that’s not yours and worrisome when you don’t get expected mail.

While we are talking about mail, your mail slot here in the CR is for your and our convenience. Don’t take mail out of someone else’s box unless they have asked you to do so. Your unit number is noted under your mail slot.

Meeting this afternoon at 3pm. I hope you plan to be here as this directly affects you as residents of TP.

**Call for any other business:**

Two residents reported new alarms are going off when they try to cook. We’ll let the electricians know.

With no additional business, the meeting ended at 12:46pm with Grace Salazar winning the $10 Door Prize.
Minutes of Residents’ Meeting Thursday, October 25, 2018

Resident Attendees: Joyce Osgood, Debra Graham, Grace Salazar, Wayne Sikkila, Janet Carroll, Emma Clawson, Ralph Barker, Shirley Griffith, Aida Cedeno, Hope Rios, Dolores Enriques, Susie Luft, Mary Lou Nickerson, Cheryl Burns, Barbara Gibbs, Sylvia Hubilla, Maria Hernandez, Gene Hill, Helen Lewis, Juanita Moon

Blessing on the meal and meeting given by Sherry.

Meeting called to order at 12:32pm and led by Sherry Houston, Manager. Thank you for the good eats today. God has blessed us as a group and you are a blessing as we gather together to share in His bounty!

**Old Business:**
National Night Out was held on October 2, 2018 and from my viewpoint, was a TOTAL SUCCESS!!! Thanks to you, our residents, for volunteering your time and for your family’s help. It would NEVER have been the success it was without all the help in getting things ready and working that night. Out of your residents fund you spent a total of $221.85

**Ongoing & Upcoming Business:**
Regular exercise times are Monday & Wednesday mornings. We continue to have good interest and attendance for these days. Walking begins at 8:30am and lasts about 30 minutes; less if you aren’t quite able to make the full 30 minutes. Walking is done on the property of Trinity Place and people may join or stop as each person chooses. All levels of walkers are welcome to join us. Exercise begins at 9:00 each of these mornings.

What a GREAT RESIDENT PRESENCE we had for the bingo with the special education students from Voigt this past Monday. I know it was
last minute as the Ms. Darena didn’t get hold of Kym until that morning. But (AS ALWAYS) y’all came through and it was FUN!!

I have 2 new tenants for some of those vacant units; they’ll be moving in shortly. But there is no rest for Lain as he tries to get the rest of the units ready and keep up with his normal work orders. NO HONEY-DO’s AT THIS TIME.

Ms. Serita Lacasse from Senior Access requested 30 dozen cookies for the annual Christmas Concert to be held on December 16, 2018 at First United Methodist Church. Residents voted yes to sponsoring this baking of 30 dz. cookies. We could use some supplies if you would like to help in that way. Check with Sherry the first of December to see what is needed.

Thanksgiving meal will be at noon on Thursday, November 15th. Residents voted to use residents’ funds to purchase 3 turkey dinners. Residents will be asked to bring side dishes: veggies, salads, desserts, breads.

TP Board has been asked to purchase fruit for Residents’ Christmas

Since I brought up Christmas, I do need you to understand that with the additional expense for making so many units ready for new tenants, there may not be funds for gift cards this year. Gift cards will probably not be a reality this year so please don’t count on that for your holiday.

There will be a gift exchange at the resident Christmas party for those who want to participate. We will still have a $5 to $10 price for the gifts.

**New Business:**
Pastor Elroy Haverlah has asked if Residents want to have a Christmas eve eve service this year. This would be on Sunday, December 23rd at 6pm. Need a vote so he can put on his calendar. Attending residents
about their programs in our area. With so many new tenants there may be programs your new neighbors are not yet aware of. If you are interested in supervising a game, please let Kym know and she will schedule a time to help.

Regular exercise times are Monday & Wednesday mornings. We continue to have good interest and attendance for these days. Walking begins promptly at 8:30am and lasts about 30 minutes; less if you aren’t quite able to make the full 30 minutes. Walking is done on the property of Trinity Place and people may join or stop as each person chooses. All levels of walkers are welcome to join us. Exercise begins at 9:00 each of these mornings.

Wii Bowling is popular right now. Even when there is not a competition going on, many have stopped in to bowl a bit.

What a GREAT RESIDENT PRESENCE we had for the bingo with the special education students from Voigt. I am looking forward to those young folks coming back and us doing something with them.

There is no rest for the weary ……….. We have additional units vacant. I am in the process of contacting new tenants for some of those units. Right now, there’s no rest for Lain as he tries to get units ready and keep up with his normal work orders. NO HONEY-DO’s AT THIS TIME.

New Business:
All maintenance issues still need to be reported as needed. This means calling the office during normal work hours. That emergency phone is for AFTER HOUR EMERGENCY NEEDS. It should not be used to ask Lain to do something on the side or for “honey-do’s” or reporting normal issues like beeping alarms when that happens during office hours.

Ms. Serita Lacasse from Senior Access has requested 30 dozen cookies for the annual Christmas Concert to be held on December 16, 2018 at
First United Methodist Church. If you are willing to do this as a community project, I suggest we bake the morning of the 14th (that’s the Friday before) then we can package for pick-up that afternoon. Residents Funds balance is $4,754.72 as of today before door prize is paid out. So, we do need a vote for baking cookies: Attending Residents voted yes, to baking the 30 dz. Cookies.

**Thanksgiving meals** in the past have been purchased by Residents Funds’; we usually purchase 3 meals – last year that total was $164.97. Then residents bring additional sides and desserts. As noted before, Residents Funds balance is $4,754.72 as of today before door prize is paid out. We need a vote for purchasing meals for Thanksgiving from Residents Funds: Attending residents voted to use funds from the resident’s fund to purchase 3 Turkey dinners.

TP Board in past years at **Christmas have purchased fruit** for the residents. Is this something you would like to have this year? Attending residents said they really would like to get the fruit from the board again this year.

Since I brought up Christmas, I do need you to understand that with the additional expense for making so many units ready for new tenants, there **may not be funds for gift cards this year**. In fact, unless I can solicit some donations, gift cards will probably NOT be a reality this year so please don’t count on that for your holiday.

**Call for any other business:**

The question was asked about the gift exchange at the Christmas Party. We do still plan to have the gift exchange at the resident Christmas party for those who want to participate. We will still have a $5 to $10 price for the gifts.

The recent inspections have resulted in the need for us to make some changes in the alarms. We must install tamper proof smoke alarms and
2019 Quantifiable Community Participation (QCP) Neighborhood Information Packet

The following are materials to assist Neighborhood Organizations in determining if they are a qualified Neighborhood Organization for the purpose of providing input for Quantifiable Community Participation ("QCP") and how to provide that input as provided under the State of Texas Qualified Allocation Plan ("QAP"). The materials include:

- Requirements for QCP Submission
- QCP Form
- Required Attachments
- Boundary Map Example

Este paquete contiene materiales e información para asistir a Organizaciones Vecindarios a determinar si califican para dar aportación a la Participación Cuantitativa Comunitaria ("QCP") y como proporcionar esa aportación según el State of Texas Qualified Allocation Plan ("QAP"). Si usted necesita asistencia o tiene preguntas sobre los requisitos del QAP, la plantilla, u otras preguntas con respecto al ciclo del Housing Tax Credit, favor de comunicarse con la División Multifamily Finance al 512-475-2201.

If you have questions regarding the QCP requirements, please contact Nicole Fisher in the Multifamily Finance Division by email at nicole.fisher@tdhca.state.tx.us, or by phone at (512) 475-2201.
REQUIREMENTS FOR QCP SUBMISSION

Should there be any conflict between this guidance and the QAP, the QAP takes precedence.

Quantifiable Community Participation, referred to as “QCP”, is one of many selection criteria by which applications competing for Housing Tax Credits are reviewed and scored. This scoring item allows qualified neighborhood organizations to have input in the development that occurs in their community and serves the purpose of encouraging community participation from neighborhood organizations whose boundaries contain the proposed development site. Pursuant to §2306.6710(b)(1)(I) and §2306.6725(a)(2), Texas Government Code, the Texas Department of Housing and Community Affairs (the “Department” or “TDHCA”) is required to rank applications using a competitive scoring system. QCP may qualify an Application for up to 9 points.

Written statements from a qualified Neighborhood Organization in current, valid existence with boundaries that contain the entire Development Site and which are on record with the Texas Secretary of State or county in which the development is to be located can be included in the QCP score.

DEADLINES

In order for its statement(s) to be eligible for points, a Neighborhood Organization:
- must have been in existence with boundaries containing the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period); and
- must have been on record with the Texas Secretary of State or county in which the development is to be located as of January 4, 2019.
- Letters of support, opposition, or neutrality must be received by the Department no later than 5:00 p.m. on March 1, 2019.

Statements may be mailed to the Department at:

Texas Department of Housing and Community Affairs
Attention: Housing Tax Credit Program, Neighborhood Input
PO Box 13941 (MC 332-10)
Austin, TX 78711-3941

For overnight delivery or courier delivery DO NOT use the PO Box address. Use the following physical address. DO NOT SEND INFORMATION TO THIS ADDRESS VIA U.S. MAIL!

221 East 11th Street
Austin, TX 78701-2410

Forms and attachments may also be faxed to (512) 475-1895.

DEFINITION OF “NEIGHBORHOOD ORGANIZATION” [2306.004(23-a) TX Govt. Code]

An organization that is composed of persons living near one another within the organization’s defined boundaries for the neighborhood and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood. A Neighborhood Organization includes a homeowners’ association or a property owners’ association. For purposes of QCP, “persons living near one another” means two or more separate residential households.
In addition, the Neighborhood Organization must certify to the following:

- At least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization; and
- None of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.

**SUBMISSION REQUIREMENTS**

A Neighborhood Organization must submit the following:

- Completed Qualified Neighborhood Organizations Evidence of Quantifiable Community Participation form ("QCP form").
- Documentation that the organization was on record with the county or Secretary of State on or before January 4, 2019. (County and Secretary of State registry may require additional documentation to be submitted upon request.) If the documentation submitted for being on record with the county or Secretary of State is dated after January 4, 2019, evidence of being on record on or prior to January 4, 2019 is also required.
- Evidence that the Neighborhood Organization was in existence (ex: bylaws, articles, newsletter, minutes, etc.) with boundaries that include the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period) is required. If the documentation submitted for being in existence is dated after December 5, 2018, evidence of existence on or before December 5, 2018 is also required.
- Boundary Map – The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development. The written description and boundary map should have the same geographical boundaries as the map. The map must show the street names or identify the landmarks (for instance, railroad tracks or a creek) that make up the boundaries. This documentation is subject to the Department’s approval. A street-level map can be created at [http://www.mapquest.com](http://www.mapquest.com) or at [http://maps.google.com](http://maps.google.com). Please contact the Department if assistance is needed to create an appropriate map.

**ADDITIONAL INFORMATION**

TDHCA may request that the organization provide additional information or documentation that it deems relevant to clarify information contained in the organization’s form and/or enclosures. If the Department determines additional information is needed, staff will request information in an Administrative Deficiency Notice by e-mail or facsimile to the e-mail addresses or facsimile numbers provided on the form. If the deficiencies are not clarified or corrected to the Department’s satisfaction within five business days from the date the notice is sent to the organization, the organization’s form may not be considered further for scoring and the organization will be so advised. This deficiency process does not, however, extend any deadline associated with the “Quantifiable Community Participation” process. An organization may not submit additional information or documentation after the original submission of the QCP documentation except in response to the Department specifically requesting additional information.

Letters received by the Department setting forth that the eligible Neighborhood Organization objects to or opposes the Application or Development will be added to the Application posted on the Department’s website. Written statements from the Neighborhood Organizations included in an
Application and not received by the Department from the Neighborhood Organization will not be scored but will be counted as public comment. Any submission determined to be ineligible for QCP scoring will be summarized for the Department’s Governing Board as public comment but will not be scored for QCP.

Any statement of opposition from a Neighborhood Organization may be challenged if it is contrary to findings or determinations (including zoning) made by a city, county, school district, or other local governmental entity having jurisdiction or oversight over the finding or determination. If any such statement is challenged, the challenger must declare the basis for the challenge and the Neighborhood Organization will be given seven calendar days to provide support for its statements. Should the neighborhood Organization’s statements be found to be contrary to findings or determinations of a local Government Entity, or should the Neighborhood Organization not respond in seven (7) calendar days, then the Application shall be eligible for four (4) points under this scoring item.

**INSTRUCTIONS FOR COMPLETING THE QCP FORM**

If an organization is eligible to provide input on more than one Development, each Development must be addressed in a separate submission.

**Part 1: Development Information**

This section of the form requests basic information regarding the proposed affordable housing development for which the Neighborhood Organization wishes to provide comment. Please enter the Development Name and address. (If a street address is not available, descriptions such as “the southwest corner of Smith St and Jones Rd” are acceptable.)

**Part 2: Neighborhood Organization Information**

This section of the form requests information about the Neighborhood Organization that is providing input on a specific property. If the Neighborhood Organization has submitted comment during a past Application Round, provide the year the comment was submitted. If the organization is currently on record with the county or the Secretary of State, evidence of such is required to be attached to this form.

**Part 3: Neighborhood Organization Contact Information**

This section of the form requests contact information for two individuals who have authority to sign on behalf of the organization in case the Department needs to contact these individuals for additional information. Information about other members of the Neighborhood Organization may be required if the two contacts listed here do not reside within the Neighborhood Organizations boundaries.

**Part 4: Reason for Support or Opposition**

This section of the form requests the Neighborhood Organization to indicate whether they support or oppose the proposed development for which the input is being provided. A clear reason or reasons for the Neighborhood Organization’s support or opposition is required in order for the statement to qualify for points. A Neighborhood Organization should be prepared to provide additional information with regard to opposition.
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Matt Rule should be the signatory of the Credit Limit Part I form that lists SuperUrban Realty Ventures, LLC and Jervon Harris.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all
documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 2, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b), there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part Ib, a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part Ib, then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
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<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
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<td>1. SuperUrban Realty Ventures, LLC</td>
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<td>2. Jervon Harris</td>
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<th>b. Person/entity has at least one other application in the current Application Round.</th>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]        4/26/19        Its: SVP

4/25/2019
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.

By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies:

. At-Risk Set-Aside: The Application indicates that the HUD 202 loan qualifies the Application for the At-Risk Set-Aside, but there is no evidence that the 202 loan is eligible for prepayment or has been prepaid, as required by Tex. Gov’t Code §2306.6702(a)(5)(A) (ii)(b). The 223(f) insured mortgage is clearly pre-payable, but that is not one of the allowable mortgages listed in the statute. Explain how the Application qualifies for the At-Risk Set-Aside.

. Site Plan: The site plan references the zoning letter regarding parking spaces. The number of parking spaces and accessible parking spaces stated on the zoning letter does not agree with the site plan or Building/Unit Configuration form. Please clarify the discrepancy.

. Site Plan: The location of the van accessible parking space is not indicated. Please clarify.

. Building/Unit Configuration Form: The Building/Unit Configuration Form indicates that all units are 1 Bedroom units. This does not agree with the Rent Schedule and unit plans. Please clarify and revise the appropriate exhibit(s) so that all documents match each other.

. Rent Schedule: The exhibit should indicate any rental subsidies in the column provided.

. Rent Schedule: Provide a description of the non-rental income in the space provided.

. Ownership Chart: The chart appears incomplete as there is no investment limited partner. Please clarify.

. PCA: I don’t find the statement that TDHCA may rely on the report. Please submit the statement from the report provider or clarify its location.

. PCA: The report should include the complete statement, “all persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law”, pursuant to §11.306(a) of the 2019 QAP. I found a partial statement only.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.
All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 2, 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.

**Liz Cline-Rew**
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
1. At-Risk Set-Aside: The Application indicates that the HUD 202 loan qualifies the Application for the At-Risk Set-Aside, but there is no evidence that the 202 loan is eligible for prepayment or has been prepaid, as required by Tex. Gov’t Code §2306.6702(a)(5)(A)(ii)(b). The 223(f) insured mortgage is clearly pre-payable, but that is not one of the allowable mortgages listed in the statute. Explain how the Application qualifies for the At-Risk Set-Aside.

Trinity Place qualifies for At-Risk as it meets all requirements of Tex. Gov’t Code §2306.6702(a).

a) has received the benefit of a subsidy in the form of a below-market interest rate loan, interest rate reduction, rental subsidy, Section 8 housing assistance payment, rental supplement payment, rental assistance payment, or equity incentive under the following federal laws, as applicable:
   a. Section 202, Housing Act of 1959

b) Is subject to the following conditions: HUD-Insured debt or HUD-direct debt

(A) a development that:

(i) has received the benefit of a subsidy in the form of a below-market interest rate loan, interest rate reduction, rental subsidy, Section 8 housing assistance payment, rental supplement payment, rental assistance payment, or equity incentive under the following federal laws, as applicable:
   (a) Sections 221(d)(3) and (5), National Housing Act (12 U.S.C. Section 1713j);
   (b) Section 236, National Housing Act (12 U.S.C. Section 1735e-1);
   (c) Section 201, Housing Act of 1959 (12 U.S.C. Section 1701q);
   (d) Section 301, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701c);
   (e) the Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the United States Department of Housing and Urban Development as specified by 24 C.F.R. Part 886, Subpart A;
   (f) the Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the United States Department of Housing and Urban Development as specified by 24 C.F.R. Part 886, Subpart C;
   (g) Sections 244, 445, and 346, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485, and 1486); or
   (h) Section 49, Internal Revenue Code of 1986; and

(ii) is subject to the following conditions:
   (a) the stipulation to maintain affordability in the contract granting the subsidy is nearing expiration; or
   (b) the HUD-insured or HUD-held mortgage on the development is eligible for prepayment or is nearing the end of its term; or

Behind Tab 20 includes evidence that Trinity was a 202 with the original Regulatory Agreement. The current mortgage, 223(f) is HUD Insured mortgage product as evidences in the Deed of Trust in the application. Furthermore, I have included evidence that the HUD 202 Direct debt has been prepaid. This documentation confirms Trinity Place does meet all requirements for the At-Risk Set-Aside.
2. Site Plan: The site plan references the zoning letter regarding parking spaces. The number of parking spaces and accessible parking spaces stated on the zoning letter does not agree with the site plan or Building/Unit Configuration form. Please clarify the discrepancy. The attached site plan has been updated to match the city letter.

3. Site Plan: The location of the van accessible parking space is not indicated. Please clarify. The attached Site Plan has been updated to clearly show van spots.

4. Building/Unit Configuration Form: The Building/Unit Configuration Form indicates that all units are 1 Bedroom units. This does not agree with the Rent Schedule and unit plans. Please clarify and revise the appropriate exhibit(s) so that all documents match each other. A revised Tab 23 Building/Unit Configuration has been attached and is consistent with the rest of the application.

5. Rent Schedule: The exhibit should indicate any rental subsidies in the column provided. “HAP” was added as a description to rental subsidy. Updated Tab 24 attached.

6. Rent Schedule: Provide a description of the non-rental income in the space provided. “Laundry” was added to the other income description. Updated Tab 24 attached.

7. Ownership Chart: The chart appears incomplete as there is no investment limited partner. Please clarify. Ownership Org Chart has been corrected to include the Limited Partner.

8. PCA: I don’t find the statement that TDHCA may rely on the report. Please submit the statement from the report provider or clarify its location. The statement is under 2.0 Limitations on page 14 of 253: “This report has been prepared for, and can be relied upon by the Client, National Church Residences, and the Texas Department of Housing and Community Affairs (TDHCA).”

9. PCA: The report should include the complete statement, “all persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law”, pursuant to §11.306(a) of the 2019 QAP. I found a partial statement only. Updated PCA with the correct statement on page 15 of 253 in Section 3.2 and has been uploaded to the FTP.
THIS AGREEMENT Made the 31st day of October 1983, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and Trinity Place, a nonprofit corporation organized and existing under and by virtue of the laws of the State of Texas (hereinafter called the "Borrower").

WHEREAS, the Borrower has made application for a loan to assist in financing a rental housing project to house elderly families and elderly persons (hereinafter called the "Project") in accordance with the provisions of Section 202, Housing Act of 1959, as amended, (12 U.S.C. 1701q); and

WHEREAS, the Project will be located at Cushing Dr. and shall consist of approximately 271,515 square feet.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and of the valuable considerations, the parties hereto do covenant and agree as follows:

1. HUD, subject to the terms of this Agreement, will make a loan to the Borrower, to be advanced as hereinafter provided, in an amount not to exceed Two Million One Hundred Fifty Thousand Eight Hundred and no/100 Dollars ($2,155,800.00), the applicable mortgage amount if the mortgage were insured under Section 231 of the National Housing Act, or the total development cost of the project, as determined by HUD, whichever amount is the lesser. The said loan will bear interest at the rate of nine and one-fourth (9.25%) per centum (9.25%) per annum during the construction period and the rate of nine and one-fourth (9.25%) thereafter. The principal and interest shall be payable in level monthly installments over a term of forty (40) years; in addition, 13 months prior to commencement of the 40th year period, the payment of interest only shall be required. Said loan shall be secured by a first lien (hereinafter called the "mortgage") on the property described in Exhibit "A." The Mortgage shall constitute a valid first lien on said property and the improvements to be erected thereon and the only lien thereon except for liens for taxes and assessments not yet payable and other liens acceptable to HUD.

2. The Borrower shall complete the project by a project in accordance with drawings and specifications filed with HUD and designated Trinity Place Apartments, HUD Project Number 115-RJ-0818-LA-0494, dated June 6, 1983, as amended. 4 drawings and specifications, which include "General Conditions of the Contract for Construction" (AIA Document A201) and "Supplementary Conditions of the Contract for Construction" (FHA Form No. 2554), have been identified by the Borrower, the Design Architect, the Architect administering the Construction Contract (hereinafter called the "Architect"), the Contractor and the Contractor's Surety.

3. Changes in the Drawings and Specifications, or changes by altering or adding to the work contemplated, or orders for extra work must have the prior written approval of the Architect. In addition, any such change or work order which will result in a net construction cost increase, or will change the design concept, or will result in a net cumulative construction cost decrease by more than 2% of the contract amount may be effected only with the prior written approval of HUD and under such conditions as HUD may establish.

4. (a) The Borrower shall make monthly applications on HUD Form No. 3263-35 for advances of mortgage proceeds by HUD. Applications for advances with respect to construction items shall be for amounts equal to (i) the total value of classes of the work acceptably completed in the work, but delivered to and suitably stored at the site; less (ii) 10 percent (holdback) and less prior advances. The "values" of both (i) and (ii) shall be computed in accordance with the amounts assigned to classes of the work in the Contractor's and/or Mortgagee's Cost Breakdowns, attached hereto as Exhibit "B" and made a part hereof. Each application shall be filed at least ten (10) days before the date the advance is desired, and the Borrower shall be entitled thereto only to such amount as may be approved by HUD.

(b) Upon completion of the improvements, including all landscaping requirements and off-site utilities and streets, the Borrower shall furnish HUD satisfactory evidence that all work requiring inspection by municipal and other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and by the rating or inspection organization, bureau, association or office having jurisdiction; and that all certificate of occupancy and other approvals have been issued. The balance due the Borrower hereunder shall be payable at such time after completion as HUD deems advisable, after the expiration of any period during which mechanics and materialmen may have for filing liens.

(c) The Borrower agrees that any funds required for the completion of the project over and above the proceeds of the loan shall be deposited in the Construction Account prior to the advance of any proceeds of the loan.

(d) The Borrower covenants that it will deposit the proceeds from the HUD loan and the additional funds to be furnished by the Borrower in order to assure the payment of all Project costs into a separate account called the "Construction Account" established by it in a bank or banks which are members of the Federal Deposit Insurance Corporation. Moneys in the Construction Account shall be expanded only for the purposes for which advances are made and for expenditures were requested and approved.

The interest rate applicable to the loan, as well as the HUD-approved loan amount, are subject to change, and reprocessing may be required if the loan is not initially closed within the same fiscal year in which this Agreement is executed.
(f) The Borrower agrees that the loan shall at all times remain in balance. HUD shall, in accordance with the provisions of this agreement, continue to advance to the Borrower funds out of the proceeds of the loan as long as the loan remains in balance and the Borrower is not in default hereunder or under the Note or Mortgage. The loan shall be deemed to be in balance only when the undistributed proceeds of the loan (after provision for reserves, fees, expenses and other deposits required by HUD) equal or exceed the amount necessary (based on HUD's estimate of the cost of construction) to pay for all work completed and all materials delivered, for which payment has not been made, and the cost of completing construction of the project in accordance with the Drawings and Specifications.

5 HUD shall advance to the Borrower loan funds for application to the charges or items enumerated below, but only to the extent that such charges have accrued and the Borrower is otherwise entitled to payment on account of such items:

(a) Interest during development .................................. $ 91,315
(b) Real Estate taxes during development ......................... $ 18,000
(c) Insurance during development .................................. $ 7,000
(d) Contingency Reserve .............................................. $ 64,419
(e) Land and right-of-way ........................................... $ 268,000
(f) Architect/Engineering services .................................. $ 70,260
(g) Legal and Organization Expenses .............................. $ 8,500
(h) Cost Certification Audit Fee ..................................... $ 2,500
(i) Title and Recording .............................................. $ 9,200
(j) Consultant Fee ..................................................... $ 23,000
(k) Supplemental Management Fund .................. $ 6,800

6 The Borrower shall cause either this instrument or the construction contract under which the improvements to be erected are to be filed in the public records, if the effect thereof will be to relieve the mortgaged property from mechanics' and materialmen's liens. Before any advance hereunder, HUD may require the Borrower to obtain from the contractor and all subcontractors and materialmen dealing directly with the principal contractor acknowledgements of payment and release of lien down to the date covered by the last advance, and concurrently with the final payment for the entire project. Such acknowledgements and releases shall be in the form required by local lien laws and shall cover all work done, labor performed and materials (including equipment and fixtures) furnished for the project.

7 The Borrower shall, as a condition precedent to the first advance hereunder, furnish HUD with a certified, current survey of the mortgaged property and a mortgagee's title policy (or other evidence of title) in form, substance and amount satisfactory to HUD. Said policy shall be extended so as to cover each and every advance of said loan at the time of payment thereof and shall show no mechanics' or materialmen's liens against the mortgaged property.

8 The Borrower agrees that said project shall be constructed strictly in accordance with all applicable ordinances and statutes, and in accordance with the requirements of all regulatory authorities, and any rating or inspection organization, bureau, association or office having jurisdiction. The Borrower further agrees that said project shall be constructed entirely on the aforesaid property and will not encroach upon any easement or right-of-way, or the land of others; and that the buildings when erected shall be wholly within the building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances, zoning ordinances or regulations. The Borrower shall furnish from time to time such evidence with respect thereto as may be required by HUD, and, upon completion of construction, shall furnish a survey, certified by a registered surveyor, which shows the project to be entirely on said property and to be free from any such violations.

9 If the Borrower at any time prior to the completion of the project abandons the same or ceases work thereon for a period of more than 20 days or fails to complete the erection of the project strictly in accordance with the Drawings and Specifications, or makes changes in the Drawings and Specifications without first securing the written approval required by paragraph 3 hereof, or otherwise fails to comply with the terms hereof, any such failure shall be a default hereunder, and HUD, at its option, may terminate this agreement. If HUD so elects to terminate this agreement, it may use and apply any funds deposited with it by the Borrower, regardless of the purpose for which such funds were deposited, in such manner and for such purposes as it may prescribe. If HUD elects not to terminate this Agreement, it may enter into possession of the premises and perform any and all work and labor necessary to complete the improvements substantially according to the Drawings and Specifications, and employ watchmen to protect the premises from injury. All sums so expended by HUD shall be deemed to have been paid to the Borrower and secured by the Mortgage. For this purpose, the Borrower hereby constitutes and appoints HUD

*Any loan proceeds attributable to this contingency which are undrawn at final closing shall be transferred to the Replacement Reserve Fund.

Page 3 of 4
FHA 2441-EB June 1976
A true and lawful attorney-in-fact, with full power of substitution on the premises, to complete the project in the name of the Borrower. The Borrower hereby empowers said attorney as follows: (a) To use any funds of the Borrower, including any balance which may be held in escrow and any funds which may remain unadvanced hereunder for the purpose of completing the project in the manner called for by the Drawings and Specifications; (b) to make such additions, changes and corrections in the Drawings and Specifications as shall be necessary or desirable to complete the project in substantially the manner contemplated by the Drawings and Specifications; (c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for said purposes; (d) to pay, settle or compromise all existing bills and claims which may be liens against the mortgaged property, or as may be necessary or desirable for the completion of the project, or for clearance of title; (e) to execute all applications and certificates in the name of the Borrower which may be required by any of the contract documents; (f) to prosecute and defend all actions or proceedings in connection with the mortgaged premises or the construction of the project and to take such action and require such performance as he deems necessary under the accepted guaranty of completion; (g) to do any and every act which the Borrower might do in its own behalf. It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked. The Borrower hereby assigns and quites all claims to HUD all sums unadvanced under the Mortgage and all sums due in escrow conditioned upon the use of said sums for the completion of the project, such assignment to become effective only in case of the Borrower’s defaults.

10 The Borrower shall provide or cause to be provided workmen’s compensation insurance and public liability and other insurance required by applicable law or by the general conditions included in the Specifications. The Borrower further agrees to purchase and maintain fire insurance and extended coverage on the mortgaged property. All such policies shall be issued by companies approved by HUD and shall be in form and amount satisfactory to HUD. Such policies shall be endorsed with standard mortgagee clauses making loss payable to HUD or its assignees; and may be endorsed to make loss during construction payable to the Contractor, as interest may appear. The originals of such policies shall be deposited with HUD.

11 HUD and its agents shall, at all times during construction, have the right of entry and free access to the project and the right to inspect all work done, all materials, equipment and fixtures furnished, installed or stored in and about the project, and to inspect all books, subcontracts and records of the Borrower.

12 The Borrower shall execute and deliver to HUD, upon completion of the project, a security agreement and financing statement, or other similar instrument, covering all property of any kind whatsoever purchased with mortgage proceeds and concerning which there may be any doubt as to such property’s being subject to the lien of the Mortgage under the laws of the state in which the project is situated.

13 The Borrower shall furnish to HUD assurance of completion of the project in the form specified in the applicable Regulations in effect on the date of this agreement. Such assurance of completion shall run to HUD as obligee.

14 (a) The Borrower understands that the wages to be paid laborers and mechanics employed in the construction of the project are required by the provisions of Section 203(c)(3) of the Housing Act of 1959, as amended, to be net less than the prevailing wage rates for corresponding classes of laborers and mechanics employed on a construction of a similar character in the locality in which the work is to be performed, as determined by the Secretary of Labor with respect to this project. The Borrower hereby states that it has read the aforesaid determination by the Secretary of Labor and is fully familiar with the same.

(b) The Borrower shall, as a condition precedent to any advance hereunder, submit to HUD (i) with such application for advance prior to the final application, certifications, in form approved by HUD, that all laborers and mechanics employed in the construction of the project whose work is covered by that or any previous application and who have been paid in whole or in part on account of said employment, have been paid at rates not less than the said prevailing wage rates; and (ii) with the final application for advance, certifications, in form satisfactory to HUD, that the project has been fully constructed in accordance with the provisions of this agreement and that all laborers and mechanics employed in the construction of the completed project have been paid not less than the said prevailing wage rates. The Secretary’s prevailing wage determination shall be construed to include every amendment or modification of the determination which may be made prior to the beginning of construction.

(c) The Borrower agrees that should any advances hereunder be ineligible for loan disbursement by reason of the nonpayment of the said prevailing wage rates, or (ii) violation of any of the applicable labor standards provisions of the Regulations of the Secretary of Labor, HUD may withhold from the Borrower all payments or advances payable to the Borrower hereunder until the Borrower establishes to the satisfaction of HUD that all laborers and mechanics or other persons employed in the construction of the project have been paid said prevailing wage rates and that such violation of the said Labor Standards provisions no longer exists. The written statement of any officer of HUD agent declining to make any advance of funds hereunder by reason of such nonpayment or violation shall be deemed conclusive proof that such advances are ineligible for loan disbursement.

(d) The Borrower shall insert the labor standards provisions of the aforesaid Supplementary Conditions of the Contract for Construction in any contract, made by him for the construction of the project, or any part thereof, and shall require the Contractor to insert similar provisions in each subcontract relating to the construction of the project.

15 The Borrower shall furnish such records, papers and documents relating to the project as HUD may reasonably require from time to time.
16 The Borrower shall not transfer, assign or pledge any right or interest in, or title to, any funds deposited in the Construction Account without the approval of HUD.

17 Prior to the disbursement of any portion of the loan proceeds, the Borrower shall present evidence satisfactory to HUD that it is able to finance from other than loan funds or Project revenues the applicable minimum capital investment required under the Regulations.

18 The Borrower covenants and agrees that it will attempt to obtain and maintain in effect exemption of the Project from state and local real and personal property taxes.

19 The Borrower shall, on or before substantial completion of the Project, provide from sources other than the loan hereunder, and from sources and in a manner which will not jeopardize the security for the loan, the furnishings and movables equipment necessary to the full enjoyment of the use and occupancy of the Project.

20 Prior to the disbursement of any portion of the loan proceeds, the Borrower shall obtain from the Internal Revenue Service a tax exemption ruling, if it is a nonprofit corporation.

21 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

22 By execution of this Agreement the Borrower represents that it has not paid, and, also, agrees not to pay, any bonus, commission, or fee for the purpose of obtaining an approval of its application for the loan hereunder.

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

[Signature]
Date

[Seal]
ATTEST:

Secretary

By

Name of Borrower

Trinity Place

[Signature]
President
ESCROW AGREEMENT
FOR
UNPAID CONSTRUCTION COSTS

WHEREAS, Trinity Place is the mortgagor of a project located in Round Rock, Texas, identified as Project Number 1S-110-000-150 which project has been constructed from the proceeds of a mortgage (or deed of trust) from Trinity Place to Dept. of Housing and Urban Development, with respect to which mortgage the Assistant Secretary, Federal Housing Commissioner has finally endorsed for insurance, and,

WHEREAS, the final endorsement is conditioned upon assurance that additional funds be made available for project purposes, primarily for the payment of unpaid construction costs resulting from the project during the period from initial endorsement to the cutoff date established for cost certification purposes.

NOW, THEREFORE, THIS AGREEMENT WITNESSES:

1. That the mortgagor has deposited with the Dept. of Housing & Urban Development

                      $18,000.00 , receipt of which is acknowledged by the Depository, to be held and disbursed by the Depository as hereinafter set out.

2. The depository shall be held subject to disbursement at the direction of the Assistant Secretary-Commissioner for a period of 180 days following final endorsement of the mortgage loan for insurance plus any additional period by which payment of construction cost is estimated by the mortgagor to be in dispute or under litigation. Disbursements from the escrow may be authorized by the Commissioner to meet any established cost which the escrow deposit was intended. In determining the amount of such cash deposit, effect will be given to the mortgagor's outstanding liabilities as reported on Form FHA-2023, Request for Final Endorsement of Credit Instrument.

3. The balance remaining in the escrow deposit will be subject to immediate application to the mortgage debt in part or total in the event that the supplemental cost certification is not received within the time prescribed in paragraph 2 and the HUD-approved costs do not support the mortgage.

4. IT IS FURTHER UNDERSTOOD AND AGREED that the Depository will hold and disburse this escrow at the sole direction of the Assistant Secretary-Commissioner.

Dated: November 13, 1986

Trinity Place

(Department by)

(Signature)

(Mortgagor by)

(Signature)

(Seal)

(Seal)

HUD-92476-1 (1-81)
Office of Multifamily Asset Management, Field Asset Management Division
TERMS AND CONDITIONS SHEET

TO: PNC BANK, NA
Date: July 10, 2018

FHA Project Name: Trinity Place
FHA Project No.: 115-11154

The Owner of the subject project has requested to prepay the mortgage. Based on a review completed by staff in HUD’s Office of Asset Management, below is the response to the Owner’s request.

If there are conditions, please note that these conditions must be met as indicated below, prior to the mortgagee accepting prepayment of the Note and prior to releasing the Owner from the terms and conditions of the Note.

Request type: (X) Prepayment
Decision on this case: (X) Approved
Approval expiration: (X) No expiration

The prepayment of the FHA insured mortgage is approved subject to the following terms and conditions:

__X__ An existing recorded Section 202/8 Use Agreement remains in effect for this project through its expiration date of March 1, 2025. The Use Agreement must remain recorded in first security position ahead of any new financing.

__X__ There is a “new regulation” Section 8 Housing Assistance Payments (HAP) Contract. The owner is prepaying the mortgage, but the HAP Contract is not terminating. If there are funds in the Residual Receipts and Reserve for Replacement accounts, they must be deposited in separate accounts in the “Name of the Mortgagor”, Trustee for “Name of the Project” and the Secretary of Housing and Urban Development, with a Federally-insured financial institution, however, disbursements from these accounts cannot be released without HUD’s prior approval. Once the funds are deposited, evidence in the form of a deposit receipt must be forwarded to HUD’s Fort Worth Multifamily Satellite Office Director.

If you have any questions, please contact James Wyatt in the Office of Asset Management and Portfolio Oversight, Field Asset Management Division at (202) 402-2519.

Signatures:

[Signature]
[Signature]

Date
7/10/18
7/11/2018
Insurance Termination Request for Multifamily Mortgage

Applicant must read all of the instructions on back before completing this form.

1. Type of Request (Place an X in those that apply)
   - Full Insurance
   - Co-Insurance

   Prepayment Termination: Mortgage is paid in full and original credit
   instrument is canceled.

   Voluntary Termination: Attach the original credit instrument for
   cancellation of insurance endorsement.

   □ Date Dead Recorded, (mm/dd/yyyy)  
   □ Mortgage intends to file a claim
   □ Mortgage does not intend to file a claim
   □ Prepayment Termination - Mortgage Paid in Full
   □ Voluntary Termination - Attach credit instrument
   □ Mortgagor Redeems Property After Foreclosure
   □ 3rd Party Acquires Property At Foreclosure Sale

2. Date of This Request (mm/dd/yyyy) 06/25/2018

3. FHA Project Number 115-11154

4. Mortgage’s Loan No. (if any) 030267442

5. Date of Prepayment in Full, if applicable (mm/dd/yyyy) 7/1/1999

6. Original Amount of Mortgage 1,979,500.00

7. Maturity Date (mm/dd/yyyy) 04/01/2028

8. The following items are attached, or the statements are applicable:
   - Certified or cashier's check for $100 for redemption of the preferred stock issued
     to FHA/HUD by the mortgagor corporation plus any due and unpaid dividends
   - Original Credit Instrument. See item 1, above.
   - Prior Approval to Terminate, if required (See reverse)

9. Program Information. Check a Yes or No on each of the following:
   - Nonprofit
   - Receiving Rent Supplement
   - Receiving Section 8 Payments
   - Limited Distribution

Certifications:
   - I certify that no dividends are due
   - I certify that the amount remitted with this form is the full amount due.

The undersigned certifies that the information shown above is true and correct, and the undersigned agrees that upon request of HUD it will furnish documents to support the responses shown above.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 10 10, 1012, 31 U.S.C. 3729, 3802)

10. Name and Signature of Mortgagor (Complete only if this is a voluntary termination)
    (If corporate, give name of corporation and title of authorized officer who signs)

11. Project Name

    Trinity Place Apartments

12. HUD Holding Mortgagor Number (To be completed in all instances)

    17739 - 999

13. HUD Servicing Mortgagor Number (To be completed only if submitted by servicer)

    17739 - 999

14. Name, Address and Zip Code of Holding Mortgagee (To be completed in all instances)

    PNC Bank N.A.
    c/o Midland Loan Services, a Division of PNC
    Bank, N.A.
    3232 Newark Drive
    Miamisburg, OH 45342 5421

15. Name, Address and Zip Code of Mortgagee's Servicer (To be completed only if submitted by servicer)

    PNC Bank N.A.
    c/o Midland Loan Services, a Division of PNC
    Bank, N.A.
    3232 Newark Drive
    Miamisburg, OH 45342 5421

16. Signature of Holding Mortgagee's Authorized Representative

    Jeffery W. Hammond
    Date: 2018.05.21 09:51:51 00:00

17. Signature of Servicing Mortgagee's Authorized Officer

    Jeffery W. Hammond, AVP


For HUD Use Only:
The contract of insurance, as identified above, has been terminated in accordance with this request and HUD regulations.

☐ The original document, showing cancellation of the HUD insurance endorsement, is attached.

☐ A refund of unearned insurance premium in the amount of $ hasn't been authorized for the account of the mortgagor

and a U.S. Treasury check will be sent to you office. This refund and any HUD premium held in escrow may be credited or return to the borrower.

Date Document Received (mm/dd/yyyy)  
Effective Date of Termination (mm/dd/yyyy)  
Signature of Designated HUD Official  
Date (mm/dd/yyyy)  

Previous editions are obsolete.
## Project Summary

**Trinity Place**

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>S.F.</th>
<th>Unconditioned Area</th>
<th>Building Type</th>
<th>Total Bldgs</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>A</td>
<td>B</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Unit A-1</td>
<td>One Bedroom, One Bath</td>
<td>565</td>
<td>131</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Unit A-2</td>
<td>One Bedroom, One Bath</td>
<td>516</td>
<td>100</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Unit A-2 Alt</td>
<td>One Bedroom, One Bath</td>
<td>516</td>
<td>100</td>
<td>4</td>
<td>3</td>
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<tr>
<td><strong>Total Type A</strong></td>
<td></td>
<td>26,561</td>
<td></td>
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</tr>
<tr>
<td>Unit E-1</td>
<td>Efficiency Bedroom, One Bath</td>
<td>484</td>
<td>121</td>
<td>2</td>
<td>2</td>
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<tr>
<td>Unit E-2</td>
<td>Efficiency Bedroom, One Bath</td>
<td>466</td>
<td>100</td>
<td>3</td>
<td>1</td>
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<tr>
<td><strong>Total Type E</strong></td>
<td></td>
<td>7,958</td>
<td></td>
<td></td>
<td>68</td>
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<tr>
<td><strong>Total Unit Count</strong></td>
<td></td>
<td>34,519</td>
<td></td>
<td></td>
<td>17</td>
</tr>
</tbody>
</table>

### Net Rentable Square Footage by Building Type

<table>
<thead>
<tr>
<th>Net Rentable Square Footage by Building Type</th>
<th>2064</th>
<th>1548</th>
<th>1032</th>
<th>2064</th>
<th>1548</th>
<th>1398</th>
<th>1136</th>
<th>1695</th>
<th>968</th>
</tr>
</thead>
</table>

### Total Net Rentable Square Footage

| 34,519 |

### Porch Totals

| Includes storage | 400  | 300  | 200  | 400  | 300  | 300  | 262  | 393  | 242 |

### Community Center

| 3,993 |

### Project Total Gross Square Footage

| 9856 | 5544 | 6160 | 4928 | 1848 | 8490 | 1392 | 2088 | 1218 | 45,509 |

### Total fully accessible handicap as required:

- 5% of 51 (Unit type A) = (2.55) 3 units
- 2% of 51 (Unit type E) = (0.85) 1 unit

### Total sight and hearing impaired units provided:

- 2% of 51 (Unit type A) = (1.02) 1 Unit
- 2% of 17 (Unit type E) = (0.34) 1 Unit

### Parking

- Surface: 72
- HC spaces: 9
Site
- Minor utility repairs
- Replace fence
- Refurbish gazebo/picnic shelter
- ADA compliance modifications
- Replace all mailboxes and add concrete pads
- New and replacement wheel stops
- Resurface asphalt paving, re-seal and re-stripe
- New project signage
- Replace material storage shed
- Rebuild community garden
- Add trellis structure with outdoor seating
- Replace dumpster enclosures
- Remove all clothes lines

NOTE:
- Parking meets local requirements as designated by zoning letter
- Total handicap parking spaces provided: 9 spaces, 2 van accessible

SITE PLAN
TRINITY PLACE - MARCH 26, 2019
**Specifications and Amenities (check all that apply)**

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

**Development will have:**
- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

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

<table>
<thead>
<tr>
<th>Free</th>
<th>Paid</th>
<th>Shed or Flat Roof Carport Spaces</th>
<th>Detached Garage Spaces</th>
<th>Attached Garage Spaces</th>
<th>Uncovered Spaces</th>
<th>Structured Parking Garage Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Floor Composition/Wall Height:**

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

**Building Configuration (Check all that apply):**

<table>
<thead>
<tr>
<th>X</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Total # of Residential Buildings

<table>
<thead>
<tr>
<th>Building Label</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td># of Bathrooms</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td># of Stories</td>
<td>4</td>
<td>3</td>
<td>5</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>23</td>
<td></td>
</tr>
<tr>
<td>Number of Buildings</td>
<td>4</td>
<td>3</td>
<td>5</td>
<td>2</td>
<td>1</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Number of Units Per Building**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>A-1</th>
<th>A-2</th>
<th>A-2a</th>
<th>E-1</th>
<th>E-2</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Rooms</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sq. Ft. Per Unit</td>
<td>565</td>
<td>516</td>
<td>516</td>
<td>484</td>
<td>466</td>
</tr>
<tr>
<td># of Bathrooms</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Number of Units</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>3</td>
<td>2</td>
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</tbody>
</table>

**Total Sq Ft for Unit Type**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>A-1</th>
<th>A-2</th>
<th>A-2a</th>
<th>E-1</th>
<th>E-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Sq Ft</td>
<td>2,825</td>
<td>18,060</td>
<td>5,676</td>
<td>968</td>
<td>6,990</td>
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</table>

**Total # of Units**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>A-1</th>
<th>A-2</th>
<th>A-2a</th>
<th>E-1</th>
<th>E-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total # of Units</td>
<td>5</td>
<td>11</td>
<td>11</td>
<td>2</td>
<td>15</td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**

<table>
<thead>
<tr>
<th>Total Sq Ft</th>
<th>34,519</th>
</tr>
</thead>
</table>

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect’s plans:
- Ensure that this number matches your architectural drawings.

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

**The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:**

<table>
<thead>
<tr>
<th>Number</th>
<th>5,100</th>
</tr>
</thead>
</table>

**The lesser of these two numbers added to NRA:**

<table>
<thead>
<tr>
<th>Number</th>
<th>34,519</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>3.26.19</th>
</tr>
</thead>
</table>

3/27/2019
### Rent Schedule

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

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30% HAP 2</td>
</tr>
<tr>
<td>TC 30% HAP 3</td>
</tr>
<tr>
<td>TC 50% HAP 6</td>
</tr>
<tr>
<td>TC 60% HAP 6</td>
</tr>
<tr>
<td>TC 30% HAP 2</td>
</tr>
<tr>
<td>TC 50% HAP 24</td>
</tr>
<tr>
<td>TC 60% HAP 20</td>
</tr>
<tr>
<td>TC 60% HAP 5</td>
</tr>
</tbody>
</table>

**Rental Concessions (enter as a negative number):**

- **Non Rental Income per unit/month for:**
  - Laundry: $2.96
  - Per unit/month for: 201

**Total NonRental Income:** $2,960.00

**Potential Gross Monthly Income:** $61,554

**Effective Concessions:** $3,078.00

**Effective Gross Monthly Income:** $58,476

**Effective Gross Annual Income:** $701,716

---

**If a revised form is submitted, date of submission:** 3/26/19

---

**Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".**
<table>
<thead>
<tr>
<th></th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOUSING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC20%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC30%</td>
<td>10.3%</td>
<td>10.3%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>44%</td>
<td>44%</td>
</tr>
<tr>
<td>TC60%</td>
<td>46%</td>
<td>46%</td>
</tr>
<tr>
<td>TC70%</td>
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</tr>
<tr>
<td>TC80%</td>
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<tr>
<td><strong>TAX CREDITS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>68</td>
<td></td>
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<tr>
<td>EO</td>
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<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
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<tr>
<td>Total HTC Units</td>
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<tr>
<td><strong>NATIONAL HOUSING TRUST FUND</strong></td>
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<tr>
<td>HTF30%</td>
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<tr>
<td>HTF Total</td>
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<tr>
<td><strong>MORTGAGE</strong></td>
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<tr>
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<td>MRB80%</td>
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<td><strong>REVENUE</strong></td>
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<td>MRB Total</td>
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<td>MR Total</td>
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</tr>
<tr>
<td>Direct Loan Total</td>
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<td></td>
</tr>
<tr>
<td><strong>OTHER</strong></td>
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<td></td>
</tr>
<tr>
<td>Total OT Units</td>
<td>68</td>
<td></td>
</tr>
<tr>
<td><strong>BEDROOMS</strong></td>
<td></td>
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</tr>
<tr>
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</tr>
<tr>
<td>1</td>
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<tr>
<td>2</td>
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<tr>
<td>3</td>
<td>0</td>
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<tr>
<td>4</td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**Cost Per Sq Ft**
- **ACQUISITION + HARD**: $140.91
- **HARD**: $111.10
- **BUILDING**: $75.71

**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.**
Organizational Chart of Ownership

**Development Owner**
Trinity Place Senior Housing Limited Partnership

**General Partner**
National Church Residences of Trinity Place, LLC (0.01%)

**Limited Partner (proposed)**
(99.99%)

**Member/Manager**
National Church Residences (100%)

**Executive Officers (all 0%)**
Mark Ricketts—President/CEO
Tanya Hahn—SVP/CFO
Steve Bodkin—SVP/COO
Teresa Spitznagel—SVP
Jeff Wolf—SVP
Susan DiMickel—SVP/General Counsel/Secretary
Matt Rule—SVP
Danielle Willis—SVP
Michelle Norris—EVP
Doug Vesey—Treasurer
Lynn Anderson—Chairman
Peter Vogel—Vice-Chairman
19086 Trinity Place – Statement on Control

All persons listed under National Church Residences has Control in all Organizational Charts including:

Mark Ricketts—President/CEO
Tanya Hahn—SVP/CFO
Steve Bodkin—SVP/COO
Teresa Spitznagel—SVP
Jeff Wolf—SVP
Susan DiMickele—SVP/General Counsel/Secretary
Matt Rule—SVP
Danielle Willis—SVP
Michelle Norris—EVP
Doug Vesey—Treasurer
Lynn Anderson—Chairman
Peter Vogel—Vice-Chairman
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application.pdf
TRACY FINE  
2335 NORTH BANK DRIVE  
COLUMBUS, OH 43320

RE: NOTICE OF SCORING ADJUSTMENT: 19086 TRINITY PLACE

Dear Ms. Fine:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of the Application named above. During review of the Application, staff determined that the Development is not at risk of losing the Section 202 loan upon which the At-Risk Set-Aside status of the Application was based, as the loan was prepaid prior to Application submission. The current Section 223(f) loan does not qualify the Application for the At-Risk Set-Aside as it is not included in the list of eligible subsidies included in Tex. Gov’t Code Section 2306.6702(a)(5). Finally, the HUD Project Based Rental Assistance contract does not expire until 2035, so the Development is not at risk of losing that subsidy.

Staff issued a deficiency notice requesting that the Applicant explain how the Application qualifies for the At-Risk Set-Aside. The response has been reviewed by staff and determined to not provide information that would lead staff to change its determination that the Application does not meet the requirements of Tex. Gov’t Code Section 2306.6702(a)(5) and does not qualify for the At-Risk Set-Aside. As a result, the Application has been moved to the 7 Urban sub-region and has been assigned a score of zero (0) points under 10 TAC §11.9(e)(3) related to Pre-Application Points as a result of the change in set-asides.

An appeals process exists for the Housing Tax Credit Program. The restrictions and requirements related to the filing of an appeal can be found in §11.902 of the 2019 QAP. If you wish to appeal this decision to the Executive Director, the appeal must be filed, in writing, with the Department not later than seven (7) calendar days after the date of this notification. 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.
If you have questions or require further information, please contact me.

Sincerely,

[Signature]

Sharon D. Gamble
Competitive HTC Administrator
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
1. Please provide the purchase option for the partnership to buy the property from National Church Residences of Round Rock, TX.
   See attached. The overall transaction is described in the narrative, but please let me know if you need any additional information.

2. Did you receive HUD approval of the assignment of HAP? (Application stated it was expected in March 2019).
   We received preliminary approval from HUD to assign the HAP on March 22, 2019. We anticipate full approval in the near future.

3. Confirm there is no HUD funded service coordinator on this property.
   There is currently no HUD funded service coordinator at the property.

4. Please provide a staffing plan.

<table>
<thead>
<tr>
<th># hours/week</th>
<th>times hourly rate</th>
<th>Annual Salary</th>
<th>Benefits + Payroll tax estimated @ ~30% of salary</th>
<th>Total Payroll, Tax and Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 FT Manager</td>
<td>32</td>
<td>$24.04</td>
<td>$40,003</td>
<td>$12,001</td>
</tr>
<tr>
<td>1 FT Maintenance</td>
<td>32</td>
<td>$23.44</td>
<td>$39,004</td>
<td>$11,871</td>
</tr>
</tbody>
</table>

5. There is $690k included in the PCA to redo the bathrooms in all units...to change them into walk in showers. This number seems very high at over $10k a unit just for the shower...not even the whole bathroom. Please provide detailed information on the renovations that will take place that contribute to this large price tag for a shower. The plan notes state that blocking will be included in the walls for future installation of grab bars. So grab bar installation is not included in the $10k/unit cost? As a comparison, the walk in shower reno for Mid Tule was around $4,500 to remove the tubs and add walk in showers.

- To estimate this particular line item, we obtained budget pricing which was included in the application from an Austin based general contractor to remove the existing bath unit, rework plumbing as necessary, and replace with ADA compliant roll-in shower units in the 4 ADA dwelling units. We extended that unit price to add roll-in showers to the remaining units to help facilitate the ability for Seniors to age in place.
- The unit price includes new backer board, blocking, and grab bars in all new roll-in showers.
- There is increased cost associated with the existing building design. Trinity Place’s original building plans indicate a post-tensioned ribbed foundation (structural slab and grade beam) design. This adds an additional cost to locate the cables and work around them.
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
April 23, 2019

Mr. Scott Marks
Coats Rose

Austin, Texas 78701

RE: APPEAL OF SCORING NOTIFICATION - 2019 COMPETITIVE HOUSING TAX CREDIT APPLICATION 19086 TRINITY PLACE APARTMENTS

Dear Mr. Marks:

The Texas Department of Housing and Community Affairs (the Department) is in receipt of your appeal, dated April 9, 2019, regarding the application submission indicated above. Staff determined that the Application does not qualify for the At-Risk Set-Aside because the Section 202 loan upon which the At-Risk Set-Aside status of the Application was based was prepaid prior to Application submission, the current Section 223(f) loan is not included in the list of eligible subsidies included in Tex. Gov’t Code Section 2306.6702(a)(5), and the HUD Project Based Rental Assistance contract currently on the Development does not expire until 2035, so the Development is not at risk of losing that assistance. As a result, the Application was moved to subregion 7 Urban, and the Application lost six points under 10 TAC §11.9(e)(3) related to Pre-application Participation because of the change in the set-aside, subject to your ability to appeal.

The appeal asserts that the Development satisfies the definition of At-Risk Set-Aside because the property has received the benefit of the Section 202 program, and because the Section 223(f) program is a HUD-insured loan and is pre-payable. Tex. Gov’t Code Section 2306.6702(a)(5)(A) includes as the first requirement for qualification in the At-Risk Set-Aside that the Development “has received the benefit of a subsidy in the form of a below-market interest rate loan, interest rate reduction, rental subsidy, Section 8 housing assistance payment, rental supplement payment, rental assistance payment, or equity incentive” under certain federal laws, including Section 202 of the Housing Act of 1959. The Development satisfies this requirement as it did receive the benefits of a Section 202 loan.

In addition to the first requirement, the statute includes that a second requirement must also be met, which is that “the stipulation to maintain affordability in the contract granting the subsidy is nearing
expiration” or “the HUD-insured or HUD-held mortgage on the development is eligible for prepayment or is nearing the end of its term.” This portion of statute is further clarified in the 2019 QAP (10 TAC §11.5(3)(B)(iii)) where the rule defines the eligible timeline for “nearing expiration,” and then describes that a HUD-held mortgage that is eligible for prepayment includes one that “has been prepaid.” Thus, the aforementioned Section 202 loan that was stipulated as pre-paid satisfies both prongs of eligibility for the at-risk set aside under the 2019 QAP. I do not reach or address your argument regarding eligibility for the 223(f) program for the At-Risk Set-Aside in this letter.

Accordingly, I find the Application qualifies for the At-Risk Set-Aside under Tex. Gov’t Code Section 2306.6702(a)(5)(A) via 10 TAC §11.5(3)(B). In so doing, I am also granting your request to reinstate six points under 10 TAC §11.9(e)(3) related to Pre-application Participation. 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
April 9, 2019

Ms. Shannon Gamble
TDHCA
221 East 11th Street
Austin, Texas 78701

Re: Trinity Place TDHCA #19086

Dear Shannon:

Please accept this letter as an appeal of the April 3, 2019 scoring notice for Trinity Place, TDHCA #19086. Because of the technical requirements of the HUD 202 program, this property is still encumbered by a 202 Use Agreement even though the 202 loan has been paid off. The application meets the two prongs of the At-Risk definition as it has received the benefit of Section 202 of Housing Act of 1959, and its HUD-insured mortgage is eligible for prepayment.

The At-Risk Set-aside legislative history is an important context for this appeal. The 84th Legislature passed SB 1315, which expanded the second prong of the At-Risk definition to include HUD-held mortgages. Prior to this legislation, TDHCA interpreted the At-Risk definition as not covering properties with prepayable 202 mortgages because, while the first prong of the definition expressly included the federal Section 202 program, the second prong of the definition at that time only covered HUD-insured loans.

Even when the statute only covered HUD-insured loans in the second prong, the 223(f) program was eligible as a HUD-insured loan. TDHCA provided this guidance to the development community on what constitutes a HUD-insured loan in a Supplement to the Board Book dated November 13, 2014 (attached): “Staff’s reading of the HUD handbooks indicates a clear distinction between HUD-insured mortgages and HUD-held mortgages in several places (e.g. chapter 1 of HUD Handbook 4350.4 and section 1-14 of 4350.4, which lists HUD mortgage insurance programs and does not include Section 202)...” Also attached is the section 1-12 of the HUD Handbook 4350.4 referred to in that TDHCA guidance. Importantly, HUD Handbook 4350.4 includes the Section 223(f) program among its list of HUD-insured programs. Because the 223(f) program is on the list that TDHCA has used as the definitive list of HUD-insured loan programs, the 223(f) program satisfies the second prong of the At-Risk definition so long as it is prepayable.
Because the list of HUD-insured programs in the HUD handbook qualified prior to passage of SB 1315, those programs should still qualify after passage of a bill intended to expand the list of qualifying federal programs for the At-Risk Set-Aside. The Bill Analysis by the Senate Research Center explained that projects that have federal insured debt could compete in the at-risk setaside, and that the purpose of the bill is to expand the set-aside to cover the 202 program. This legislative history, as well as the Trinity Place financing documents confirm that the application qualifies under the second prong of the statute’s definition.

Turning now to the first prong of the At-Risk definition, the use of the past tense in the statutory text is important in interpreting its scope: a development that (A) has received the benefit of [Section 202, Housing Act of 1959].” Even though the 202 loan has been paid off, Trinity Place has received the benefit of the 202 program. Moreover, HUD requires a 202 Use Agreement to remain as a recorded restriction on 202 properties even after a 202 loan has been paid off. Trinity Place historically and currently benefits from and is burdened by the 202 program through a 202 Use Agreement that is still recorded as a restrictive covenant on the property. The first prong of the definition is satisfied, where the property has received the benefit of the 202 program and, in fact, is currently restricted by the 202 Use Agreement and continues to receive ongoing rental assistance for 100% of the units, a key component of the 202 program.

Trinity Place satisfies both prongs of the At-Risk Set-Aside definition. The property has received the benefit of the 202 program, and still participates in that program through the recorded 202 Use Agreement and active project-based rental assistance. These financing arrangements satisfy the definition's first prong, that the property has received the benefit of the 202 program. The 223(f) program is a HUD-insured loan and is prepayable, satisfying the second prong of the At-Risk definition.

If you need additional information or have questions, please do not hesitate to contact Tracey Fine at (773) 860-5747 or our office at (512) 684-3843.

Very truly yours,

Scott Marks

Scott A. Marks
April 8, 2019

David Cervantes
Acting Executive Director
Texas Department of Housing and Community Affairs

Re: Scoring Appeal
19086_ Trinity Place, Round Rock TX

Mr. Cervantes,

Please accept this letter as a formal appeal to the Scoring Notice received on April 3, 2019 for 19086 - Trinity Place Apartments.

The scoring notice states: “The current Section 223(f) loan does not qualify the Application for the At-Risk Set-Aside as it is not included in the list of eligible subsidies included in Tex. Gov't Code Section 2306.6702(a)(5).”

As you will see below, Trinity does qualify for At-Risk Set-Aside because:
(1) It satisfies 2306.6702(a)(5)(i) because it “has received benefit” under the Section 202, National Housing Act of 1959; and
(2) It satisfied 2306.67023(a)(5)(ii) because has HUD-insured debt eligible for prepayment.

Trinity Place has Received the Benefit of an Appropriate Subsidy:

Pursuant to 2306.6702(a)(5)(A)(i)(c) the first prong of an At-Risk Set-Aside determination requires that a development “has received the benefit of a subsidy....under the following federal laws, as applicable.... Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)” (emphasis added).

Trinity Place was built in 1985 under the HUD Section 202 program. This is evidenced in the application with the original HUD 202 Regulatory Agreement, which is still in effect, and included behind Tab 20 in the application (please also note that, in the deficiency response sent March 27, 2019, the original HUD Section 202 Direct Note was included as further evidence). The HUD-Direct Section 202 debt was prepaid in 2007 and refinanced with a 223(f) HUD-Insured mortgage. The repayment of the 202 debt in 2007 does not negate the fact that Trinity Place received the benefit of Section 202 financing in 1985 – as the Code clearly states that the requirement is that the project has (past tense) received the benefit of a subsidy. Furthermore, the project continues to receive the benefits of the Section 202 public subsidy, as evidenced by the recorded program Regulatory Agreement and the provided Project Based Rental Assistance Agreement (a key component to the Section 202 program) included behind Tab 24 and 35 in the application.
Trinity Place has the Benefit of a qualifying HUD-insured mortgage:

Pursuant to 2306.6702(a)(5)(A)(ii) the second prong of an At-Risk Set-Aside determination requires that “the HUD insured or HUD-held mortgage on the development is eligible for prepayment or is nearing the end of its term” (emphasis added)

The current mortgage for Trinity Place is a HUD 223(f), a HUD-Insured mortgage, as evidenced by the HUD Handbook 4350.4. The current note is included behind Tab 20 in the application, confirming the mortgage is HUD-Insured. It should be noted that legislative history clearly indicates that HUD insured mortgages – and specifically 223(f) mortgages - qualify under 2306.6702(5)(A)\(^1\)

It is noteworthy that in the past 3 years, three Section 202 developments (Balcones 16124, Plateau Ridge 17091 and Sandstone 18118) were successfully funded under At-Risk Set-Aside. Trinity differs from these three successful applicants, only, in that Trinity has refinanced and now qualifies for the At-Risk Set-Aside test with a qualifying HUD-insured rather than HUD-held mortgage, as allowed by the second prong of the At-Risk set-aside definition.

Conclusion:

Trinity Place was first financed and continues to benefit from an appropriate federal subsidy (Section 202) and currently receives the benefit of a qualifying HUD-insured mortgage. Because Trinity meets both prongs of the At-Risk Set Aside test we would respectfully submit that the application does qualify for the At-Risk Set Aside.

Regards,

Tracey Fine
tfine@nationalchurchresidences.org
Senior Project Leader
773-860-5747

\(^1\) The following excerpt is from the Supplement for Board Meeting dated November 13, 2014 which included TDHCA’s response to 2015 QAP public comment. It states (page 12 of 207 of supplement): “Section 2306.6702(S)(A)(ii)(b), Texas Gov’t Code, provides the means by which an application can qualify to compete in the At-Risk Set-Aside and specifically refers to pre-payment of federally insured mortgages. A HUD 202 Direct Loan, in some cases, is not a federally insured mortgage. Therefore, the ability to prepay a HUD Direct Loan does not qualify a development as At-Risk. Staff’s reading of the HUD handbooks indicates a clear distinction between HUD-insured mortgages and HUD-held mortgages (Direct Loans) in several places (e.g. Chapter 1 of 4350.3 and section 1-14 of 4350.4, which lists HUD’s mortgage insurance programs and does not include Section 202), including in the specific section that was referenced in the comment.” The attached Section 2. of 4350.4 confirms the 223(f) is on the list of HUD Mortgage Insurance Programs.
Cc: Sharon Gamble and Marni Holloway
USE AGREEMENT

For Section 202 and 202/8 Projects that require HUD's approval to prepay their direct loan.

This Agreement entered into as of the 1st day of March, 2007 by and between TRINITY PLACE, INC., a Texas non-profit corporation (herein called "Owner"), and the Secretary of Housing and Urban Development, acting by and through the Assistant Secretary for Housing-Federal Housing Commissioner (herein called "HUD"),

Witnesseth:

WHEREAS, HUD is directed, pursuant to Section 811 of the American Homeownership and Economic Opportunity Act (AHEO Act), to permit Owners to prepay Section 202 direct loans; and

WHEREAS, in consideration of the promise to permit the prepayment of the direct loan, and as required by Section 811(a)(1) of AHEO Act the Owner agrees to implement this Use Agreement.

NOW THEREFORE, the parties hereto agree as follows:

1. The Owner, for itself, its successors and assigns, covenants with HUD that the Owner will continue to operate the project on terms at least as advantageous to existing and future tenants as the terms required by the original Section 202 loan agreement or any Section 8 rental assistance payments contract or any other rental housing assistance contract and all applicable Federal regulations for not less than the remaining term of the original Section 202 direct loan.

2. Where applicable:

   a. Subject to the availability of appropriations and so long as Owner is in compliance with all HUD requirements, including but not limited to this Use Agreement, HUD shall provide the Owner and the Owner shall accept renewals of the Section 8 Housing Assistance Payments contract in accordance with the terms as presented by HUD for renewals of Section 8 contract at that time.

   b. The Owner, for itself, its successors and assigns, covenants with HUD that the Owner will continue to operate the project in accordance with the requirements of the Rent Supplement Assistance Contract that are in effect between HUD and this project and all applicable Federal regulations, the Rent Supplement Assistance Contract and applicable HUD requirements for not less than the remaining term of the original Section 202 Direct Loan unless otherwise approved by HUD.
3. In the event of a breach or a threatened breach of any of the above covenants and agreements by the Owner, HUD and/or any tenant as a third-party beneficiary shall be entitled to institute legal action to enforce performance and observance of such covenants and agreements and to enjoin any acts which are violative of such covenants and agreements.

4. The Owner shall not (a) impede the reasonable efforts of tenants to organize as detailed in 24 CFR Part 245, or (b) 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.

5. The Owner, for itself, its successors and assigns, hereby agrees and acknowledges that this Use Agreement shall be recorded in the appropriate land records and that HUD and any successors and assigns and/or any third-party beneficiary may file suit against the Housing Owner or any of its successors or assigns for an order of the court demanding specific performance of any of these covenants and agreements, enjoining any acts which are violative of such covenants and agreements, for an award of whatever damages can be proven and/or for such other relief as may be appropriate.

6. The Owner agrees to maintain the project solely as rental housing for very-low income elderly or disabled persons (or low income elderly or disabled person as approved by HUD or moderate income elderly or disabled persons in the case of non-subsidized Section 202 projects) for the life of the Use Agreement.

7. The project will continue to operate until the maturity date of the original Section 202 Direct Loan in a manner that will provide rental housing for the elderly and persons with disabilities on terms at least as advantageous to existing and future tenants as the terms required by the original loan.

8. The Owner will accept all forms of Section 8 tenant based assistance for all units that do not have project-based assistance for the life of the Use Agreement.

9. Ownership of the project will be controlled by a nonprofit mortgagor entity or a limited partnership entity of which the general partner is an entity controlled by a legitimate nonprofit affordable housing provider.

10. Owner will comply with the provisions of any Federal, State or local law prohibiting discrimination in housing on the grounds of race, color, religion or creed, sex, handicap, familial status or national origin, including the Fair Housing Act of 1968, as amended.
11. In subsidized projects, admission to the project shall be limited to tenants having a very low- or low- or moderate-income which does not exceed the limits established by HUD and in effect at the time of admission.

12. The Owner will obtain from each prospective tenant, for occupancy in a Section 8 or Rent Supplement assisted unit, a certification of income prior to admission to the project, and a recertification of income from each tenant each year following the date of admission. The Owner shall comply with all requirements of the Section 8 HAP Contract or the Rent Supplement Contract.

13. If any recertification discloses that family income, for a family living in Section 8 or Rent Supplement unit, exceeds the limits established by HUD and in effect at the time of recertification, the Owner shall require the tenant to pay an increased rental in an amount computed in accordance with a formula prescribed by HUD, and if the tenant refuses to pay the increased rent the Owner shall require the tenant to pay the unsubsidized rent for the unit.

14. The rent charged for each unit shall not exceed the upper limit of the range shown for such type of unit on a rental schedule approved in writing by HUD, and shall include the reasonable use of all utilities shown on said schedule, but in no event shall the total gross monthly rents for all dwelling units exceed the gross monthly dwelling income for all units approved by HUD on the rental schedule.

15. No increase will be made in the amount of the gross monthly dwelling income for all units as shown on the rental schedule unless such increase is approved by HUD, who will at any time entertain a written request for an increase properly supported by substantiating evidence and within a reasonable time shall:

(a) Approve a rental schedule that is necessary to compensate for any net increase, occurring since the last approved rental schedule, in taxes (other than income taxes) and operating and maintenance expenses over which the Owner has no effective control, or

(b) Deny the increase stating the reasons thereof.

16. The Owner shall maintain the premises, accommodations and the grounds and equipment appurtenant thereto, in good repair and condition.

17. The books and accounts of the operations of the property and of the project shall be kept in accordance with the requirements of HUD.

18. Within ninety (90) days following the end of each fiscal year, the Owner shall provide a complete annual financial report based upon an examination of the books and records of the project prepared in accordance with the requirements of HUD and
certified by a Certified Public Accountant, or other person acceptable to the Commissioner.

19. The Owner further covenants and agrees that if the Owner conveys title to the project prior to the aforesaid maturity date, the Owner will require the HUD approved purchaser to assume the obligations of the Owner under this Agreement.

20. The Housing Owner shall provide to HUD (or to such third party as HUD may, in its sole discretion, determine to have the monitoring function under this Agreement), promptly following receipt of a written request from HUD (or from such third party), copies of all Tenant certifications of income, re-certifications, calculations of permitted income ranges regarding the Housing Project, and such other documents as may be reasonably required to evaluate the Housing Owner's compliance with the terms of this Agreement. In addition, the Housing Owner shall permit representatives of HUD (or any third party given the monitoring responsibility) following notice from the HUD (or from the third party), to examine the originals of all such documents, at the Housing Project's office during regular business hours.

21. The Owner must certify annually by April 1st of each year, to the local HUD field office, or such other location as determined by HUD, that it is operating the Project in compliance with this Agreement and, more specifically, that all of the individual units, as well as the physical structure of the project as a whole, for example grounds and equipment, comply with all applicable codes and requirement of this Agreement or that a remedial program to correct any existing deficiencies has been implemented.

Should any of the above covenants be held invalid in whole or in part, it shall not affect or invalidate the balance of such covenant or any other covenants.

[SIGNATURES BEGIN ON THE NEXT PAGE]
IN WITNESS WHEREOF, the said parties have executed this Use Agreement as of the date first above written.

BORROWER:

TRINITY PLACE, INC.
a Texas non-profit corporation

By:  
Pat Patterson
President

State of Texas  ]
] SS:
County of TRAVIS ]

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Pat Patterson, known to me to be the President of Trinity Place, Inc., a Texas non-profit corporation and acknowledged to me that he executed same instrument for the purposes and consideration therein expressed and as the act of said limited partnership.

Given under my hand seal of office this 29th day of March, 2007.

PAMELA J. CUMMINS
Notary Public, State of Texas
My Commission Expires January 14, 2011

Notary Public in and for the said County and State

My Commission Expires: 1/14/2011
SECRETARY OF HOUSING AND URBAN DEVELOPMENT ACTING BY AND THROUGH THE FEDERAL HOUSING COMMISSIONER

By: [Signature]
Authorized Agent

STATE OF TEXAS

COUNTY OF Bexar

I, Eva A. Corbo, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that on the 26th day of March, 2007, personally appeared before me Priscilla J. Rocha, who, being duly sworn, did say that he/she is the duly appointed Authorized Agent and the person who executed the foregoing instrument by virtue of the authority vested in him/her by 24 C.F.R. 200.118/119 and acknowledged the same to be his/her free and voluntary act and deed as Authorized Agent for and on behalf of the SECRETARY OF HOUSING AND URBAN DEVELOPMENT.

[SEAL]

Notary Public

My Commission Expires: 2-1-08

Prepared by:
R. Andrew Lien, Esq.
Krooth & Altman LLP
1850 M Street, NW, Suite 400
Washington, DC 20036

Upon recording, return to:
Office of Counsel
U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
One Alamo Center
106 South St. Mary’s Street, Suite 405
San Antonio, Texas 78205-3601
Exhibit "A"
Legal Description

CRICHTON AND ASSOCIATES, INC.
LAND SURVEYORS
107 NORTH LAMPAÑAS
ROUND ROCK, TEXAS
512-244-3395

FIELD NOTES
FIELD NOTES FOR 6.8211 ACRE (707,564 SQ FT) TRACT OUT OF
THE WILEY HARRIS SURVEY NO. 134, ABSTRACT NO. 208 IN
WILLIAMSON COUNTY, TEXAS BEING THE SAME TRACT
DESCRIBED IN VOL. 175, PG. 713, DEED RECORD,
WILLIAMSON COUNTY, TEXAS, AND BEING MORE
PARTICULARLY DESCRIBED BY METERS AND BOUNDS AS
FOLLOW:

BEGINNING at a 60Ø pole found on the East R.O.W. line of Cushing Drive being the Northwest corner
of a Lot 1, Block A, Cushing Park, as recorded in Cab. C, Sl. 197, Plat Records, Williamson County, Texas, also
being the Southwest corner of this tract and the POINT OF BEGINNING.

THENCE N 00º 26' 02" E, with the East R.O.W. line of Cushing Drive, 263.49 feet to a 3/8" iron rod
found, being the Southwest corner of Lot 3, C. Graham Subdivision, as recorded in Cab. B, Sl. 70, Plat Records,
Williamson County, Texas.

THENCE N 89º 57' 25" E, with the South line of said Lot 3, C. Graham Subdivision, 195.71 feet to a
1/4" iron rod found, being the Southwest corner of the said Lot 3, C. Graham Subdivision.

THENCE N 00º 00' 40" W, with the East line of the said C. Graham Subdivision, also with the East
line of Lots 3A, 2A, and 1A, of the Replat of Lots 1 and 2, C. Graham Subdivision, as recorded in Cab. Q, Sl.
100, Plat Records, Williamson County, Texas, 326.53 feet to a 3/8" iron rod found, being the Northwest corner
of Lot 1A, of the Replat of Lots 1 and 2, C. Graham Subdivision

THENCE S 89º 52' 15" W, with the North line of Lot 1A of the said Replat of Lots 1 and 2, C.
Graham Subdivision, 195.94 feet to a 3/8" iron rod set on the East R.O.W. line of Cushing Drive, being the
Northwest corner of the said Lot 1A, Replat of Lots 1 and 2, C. Graham Subdivision.

THENCE N 00º 11' 10" W, with the East R.O.W. line of Cushing Drive, 217.35 feet to a PK nail set in
asphalt, at or near the centerline of School Days Lane, being the Northwest corner of this tract.

THENCE N 89º 55' 28" E, with the approximate centerline of School Days Lane, 496.22 feet to a PK
nail set in asphalt, being the Northwest corner of a tract conveyed to the City of Round Rock, for right-of-way
purposes for School Days Lane, also being the Northeast corner of this tract.

THENCE S 00º 06' 07" E, at 25.00 feet past the Southwest corner of the City of Round Rock tract,
also being the Northwest corner of a 21.954 acre tract conveyed to Sweet Home Baptist Church, in Vol. 2197,
Pg. 179, Official Records, Williamson County, Texas, in all a total distance of 634.38 feet to a 3/8" iron rod
found, being an interior all corner of the said Sweet Home Baptist Church tract, and the Southeast corner of
this tract.

THENCE S 72º 51' 24" W, with a North line of the said Sweet Home Baptist Church tract and the
South line of this tract, 121.47 feet to a 3/8" iron rod set, being the most Westerly Northwest corner of the said
Sweet Home Baptist Church tract and the Northeast corner of Lot 4, Block A, of said Cushing Park.

THENCE with the North line of said Block A, Cushing Park, and the South line of this tract, the
following two (2) courses and distances:

1) S 72º 27' 07" W, 101.27 feet to a 3/8" iron rod set.
2) 3 72" 39' 12" W, 298.49 feet to the POINT OF BEGINNING and containing 6.3311 acres more or less.

I hereby certify that the foregoing field notes were prepared partially from a survey on the ground under my supervision and partially from public records and are true and correct to the best of my knowledge and belief.

Witness my hand and seal November 20, 2006

Edward W. Bradfield, R.P.L.S. No. 5617

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS  2007025900

Nancy E. Rister

03/30/2007 03:02 PM
PHOLTZ $44.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS
SUPPLEMENT FOR
BOARD MEETING OF NOVEMBER 13, 2014

J. Paul Oxer, Chair
Juan Muñoz, Vice-Chair
Commenters (17), (18) requested a clarification under the At-Risk Set-Aside that would include Section 202 loans. Commenters (17), (18) indicated that the Regulatory Agreements associated with such loans require affordability but only so long as the loan is outstanding and that the Mortgage Note allows prepayment with HUD approval and upon such prepayment the affordability restrictions terminate. To be considered an “At-Risk Development” it must be subject to maintaining affordability in the contract granting the subsidy and be nearing expiration or the federally insured mortgage on the development is eligible for prepayment or is nearing the end of its term. According to commenters (17), (18) a Section 202 loan would satisfy the requirements of At-Risk because the Regulatory Agreement which is the stipulation to maintain affordability is nearing expiration because its affordability restrictions expire upon prepayment of the loan. To demonstrate the pending expiration of the Regulatory Agreement, the applicant should be allowed to provide prepayment approval at the time of the HTC Commitment. Commenters (17), (18) further stated that the Section 202 loan can be construed as federally insured because upon default HUD is obligated to cover losses in the program and the HUD Handbook categorizes such loans as the equivalent to a mortgage insurance program. The recommended revision by commenters (17), (18) includes the following:

“(B) An At-Risk Development must meet all the requirements of Texas Government Code, §2306.6702(a)(5). For purposes of this subparagraph, any stipulation to maintain affordability in the contract granting the subsidy, or any federally insured mortgage will be considered to be nearing expiration or nearing the end of its term if expiration will occur or the term will end within two (2) years of July 31 of the year the Application is submitted. Developments with HUD-insured mortgages (including loans under Section 202 of the Housing Act of 1959) qualifying as At-Risk under §2306.6702(a)(5) may be eligible if the HUD-insured mortgage is eligible for prepayment without penalty. To the extent that an Application is eligible under §2306.6705(a)(5)(B)(ii)(b) and the units being reconstructed were demolished prior to the beginning of the Application Acceptance Period, the Application will be categorized as New Construction.”

Commenter (22) recommended the following modification to the At-Risk Set-Aside:

“(D) Developments must be at risk of losing affordability from the financial benefits available to the Development and must retain or renew the existing financial benefits and affordability unless regulatory barriers necessitate elimination of a portion of that benefit for the Development. For Developments qualifying under §2306.6702(a)(5)(B), only a portion of the subsidy must be retained for the proposed Development, but no less than 25 percent of the proposed Units must be public housing units supported by public housing operating subsidy. (§2306.6714(a-1))”

Commenter (47) expressed support for the 15% set-aside for at-risk developments and urged the Department to continue to prioritize developments that involve preservation and rehabilitation.

STAFF RESPONSE:

In response to Commenter (10), staff believes that implementing the suggested change related to the amount of credits in the USDA Set-Aside or allowing Urban USDA Set-Aside Applications...
to compete in Rural Sub-regions would be inconsistent with statutory requirements for set-asides in §§2306.111(d), (d-1), (d-2), and 2306.6714, Texas Gov’t Code. In addition, the suggestion that applications in an urban area that are proposing the utilization of Section 514/516 funding should compete in the rural set-aside may also violate statute. Even if not a violation, staff is not recommending such a change since those applications are already essentially competing in the USDA set-aside, and it is difficult to predict whether or not competing against other urban or rural applications would give any advantage to those applications. Staff is not recommending an additional scoring item to incentivize farmworker housing, in part because it would not constitute a logical outgrowth of any other part of the rule and would be a significant change to the overall scoring criteria. Should the Board direct staff to incentivize this type of occupancy preference in the future, staff could consider such a change.

In response to Commenters (17) and (18), staff disagrees with the assertion that a regulatory agreement is nearing expiration because the owner has an ability to pre-pay the loan. Section 2306.6702(5)(A)(ii)(b), Texas Gov’t Code, provides the means by which an application can qualify to compete in the At-Risk Set-Aside and specifically refers to pre-payment of federally insured mortgages. A HUD 202 Direct Loan, in some cases, is not a federally insured mortgage. Therefore, the ability to prepay a HUD Direct Loan does not qualify a development as At-Risk.

Staff’s reading of the HUD handbooks indicates a clear distinction between HUD-insured mortgages and HUD-held mortgages (Direct Loans) in several places (e.g. Chapter 1 of 4350.3 and section 1-14 of 4350.4, which lists HUD’s mortgage insurance programs and does not include Section 202), including in the specific section that was referenced in the comment.

In response to Commenter (22), staff believes that 25% is a “fair and reasonable” portion of the units that are required to be retained as public housing in order for an application to qualify to compete in the At-Risk Set-Aside under this provision of the rule and statute. In addition, the commenter’s proposed change would result in unnecessary ambiguity in the rule. Staff suggests that if there is a compelling reason for a particular applicant to retain fewer than the required number of units that a waiver could be requested.

Staff appreciates the support of Commenter (47).

Staff recommends no change based on these comments.

5. §11.6(5) – Competitive HTC Allocation Process – Force Majeure Events (16), (19), (37), (48)

COMMENT SUMMARY: Commenter (16) recommended the following revisions to this section which will provide the Department with sufficient discretion to address unexpected delays to developments which otherwise comply with the terms of Carryover. Commenter (16) further stated that the lack of a mechanism to allow for the forward allocation of HTC’s when extraordinary delays arise outside the control of the applicant leaves the Department without the administrative tools necessary to preserve and ensure completion by the placed in service deadline.

“(5) Credit Returns Resulting from Force Majeure Events. In the event that the Department receives a return of Competitive HTCs during the current program year from an Application that received a Competitive Housing Tax Credit award during any of the preceding three years, such returned credit will, if
Section 2. Applicability

1-14. The following Table shows the Sections of the Act to which this handbook applies. (Reminder: Operating Loss loans are insured under the mortgage insurance program of the underlying first mortgage.)

**Table 1. Mortgage Insurance Programs**

<table>
<thead>
<tr>
<th>Section Number</th>
<th>Program Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>207M</td>
<td>Mobile Home Courts</td>
</tr>
<tr>
<td>207</td>
<td>Multifamily Rental Housing, Pre-War Legislation</td>
</tr>
<tr>
<td>207</td>
<td>Formerly HUD-held Mortgages Sold with Insurance</td>
</tr>
<tr>
<td>207/223(c)</td>
<td>Formerly HUD-owned Projects</td>
</tr>
<tr>
<td>213S</td>
<td>Sales and Investor Cooperatives</td>
</tr>
<tr>
<td>213M</td>
<td>Management Cooperatives</td>
</tr>
<tr>
<td>213(i)</td>
<td>Consumer Cooperative</td>
</tr>
<tr>
<td>220</td>
<td>Urban Renewal/Declining Area Rental Housing</td>
</tr>
<tr>
<td>221(d)(3)</td>
<td>Market Rate, Moderate Income Families</td>
</tr>
<tr>
<td>221(d)(4)</td>
<td>Market Rate, Moderate Income Families</td>
</tr>
<tr>
<td>221(d)(5)</td>
<td>Below Market Interest Rate (BMIR)</td>
</tr>
<tr>
<td>221(h)</td>
<td>Rehab. Sales Projects</td>
</tr>
<tr>
<td>223(e)/220</td>
<td>Rehab./Refinance Existing, Declining Neighborhood</td>
</tr>
<tr>
<td><strong>223(f)/207</strong></td>
<td><strong>Purchase/Refinancing Existing Housing</strong></td>
</tr>
<tr>
<td>231</td>
<td>Housing for the Elderly</td>
</tr>
<tr>
<td>232</td>
<td>Nursing Homes, Intermediate Care Facilities</td>
</tr>
<tr>
<td>233</td>
<td>Experimental Housing</td>
</tr>
<tr>
<td>236</td>
<td>Housing for Lower Income Families</td>
</tr>
<tr>
<td>241</td>
<td>Supplemental Loans (Capital Improvement/Equity Takeout)</td>
</tr>
<tr>
<td>242</td>
<td>Hospitals</td>
</tr>
<tr>
<td>Title XI</td>
<td>Group Practice Facilities</td>
</tr>
</tbody>
</table>

1-15. All investing mortgagees and servicing mortgagees holding or servicing mortgages finally endorsed under any of the Sections of the Act shown in Table 1 are subject to the provisions of this handbook. Other multifamily mortgage insurance programs may be added from time to time; mortgagees involved in these programs will be subject to this handbook unless specifically and expressly excluded.
S.B. 1315 authorizes Section 202 affordable housing projects to compete within the at-risk set-aside for low-income housing tax credits. Currently, under a subsection of the definition of at-risk developments, only projects that have federally insured debt can compete in the at-risk set-aside. However, projects that received United States Department of Housing and Urban Development (HUD) 202 funds, a program that no longer exists, have HUD-held debt and are excluded from competing for funds. This bill allows these projects to compete in the at-risk set-aside. (Original Author's/Sponsor's Statement of Intent)

S.B. 1315 amends current law relating to low income housing tax credits awarded for at-risk developments.

RULEMAKING AUTHORITY

This bill does not expressly grant any additional rulemaking authority to a state officer, institution, or agency.

SECTION BY SECTION ANALYSIS

SECTION 1. Amends Section 2306.6702(a)(5), Government Code, to redefine "at-risk development."

SECTION 2. Provides that the change in law made by this Act applies only to an application for low income housing tax credits that is submitted on or after the effective date of this Act. Makes application of this Act prospective.

SECTION 3. Effective date: September 1, 2015.
Notice

Issued: August 23, 2002
Expires: August 31, 2003

Cross References: Supersedes H 99-06 and H 00-26

Subject: Revised Prepayment of Direct Loans on Section 202 and 202/8 Projects with Inclusion of FHA Mortgage Insurance Guidelines

Table of Contents:

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>PURPOSE</td>
<td>2</td>
</tr>
<tr>
<td>II.</td>
<td>AUTHORITY</td>
<td>2</td>
</tr>
<tr>
<td>III.</td>
<td>GENERAL INFORMATION/BACKGROUND</td>
<td>3</td>
</tr>
<tr>
<td>IV.</td>
<td>PREPAYMENT ACTIONS</td>
<td>3</td>
</tr>
<tr>
<td>V.</td>
<td>ACCEPTABLE PROJECT OWNERSHIP</td>
<td>4</td>
</tr>
<tr>
<td>VI.</td>
<td>USE OF PROJECT-BASED SEC. 8 CONTRACT SAVINGS</td>
<td>5</td>
</tr>
<tr>
<td>VII.</td>
<td>SUBSIDY LAYERING REVIEW REQUIREMENTS</td>
<td>6</td>
</tr>
<tr>
<td>VIII.</td>
<td>USE OF CERTAIN PROJECT FUNDS</td>
<td>6</td>
</tr>
<tr>
<td>IX.</td>
<td>TENANT NOTIFICATION</td>
<td>7</td>
</tr>
<tr>
<td>X.</td>
<td>BENEFITS TO THE RESIDENTS OF THE PREPAYMENT</td>
<td>8</td>
</tr>
<tr>
<td>XI.</td>
<td>USE AGREEMENT IS REQUIRED WHERE HUD MUST APPROVE</td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>THE PREPAYMENT REQUEST</td>
<td></td>
</tr>
<tr>
<td>XII.</td>
<td>PREPAYMENT OF EXISTING FLEXIBLE SUBSIDY LOANS</td>
<td>9</td>
</tr>
<tr>
<td>XIII.</td>
<td>CONTINUATION OF RENT SUPPLEMENT CONTRACT</td>
<td>9</td>
</tr>
<tr>
<td>XIV.</td>
<td>PREPAYMENT CONSULTATION WITH HUB/PC STAFF</td>
<td>10</td>
</tr>
<tr>
<td>XV.</td>
<td>APPLICATION TO PREPAY THE DIRECT LOAN</td>
<td>10</td>
</tr>
<tr>
<td>XVI.</td>
<td>MULTIFAMILY HOUSING HUB/PC RESPONSIBILITIES</td>
<td>11</td>
</tr>
<tr>
<td>XVII.</td>
<td>FHA MORTGAGE INSURANCE &amp; RISK-SHARING PROCESSING</td>
<td>13</td>
</tr>
<tr>
<td>XVIII.</td>
<td>FURTHER INFORMATION</td>
<td>15</td>
</tr>
</tbody>
</table>

Attachments:
1. APPLICATION FOR PREPAYMENT
2. HUB/PC STAFF PREPAYMENT CHECKLIST
3. HUB DIRECTOR MODEL APPROVAL LETTERS
4. USE AGREEMENT
I. PURPOSE.

This Notice supersedes Notice H 00-26, provides guidance for Multifamily Hub/Program Center (Hub/PC) staff and Owners of Section 202 Direct Loan projects on prepayment and refinancing of Section 202 Direct Loans projects and Section 202 Direct Loans with project-based Section 8 Rental Assistance (Section 202/8 projects). It sets forth the requirements for a narrowly defined Limited Partnership ownership entity that may acquire and operate the project after prepayment. It authorizes Hub Directors to approve prepayment proposals. It also includes underwriting guidelines where an Owner or prospective Owner is proposing to use FHA mortgage insurance to refinance the Section 202 Direct Loan.

II. AUTHORITY.

Authority for the prepayment of a Section 202 or 202/8 Direct Loan is provided by Section 811 of the American Homeownership and Economic Opportunity (AHEO) Act of 2000 and 24 CFR 891.530. Section 612(h) of the Departments of Labor, Health and Human Services, and Education Appropriations Act, for the fiscal year ending September 30, 2002 amended the MAHRA statute to exempt Section 202 or 202/8 projects refinanced with FHA insurance and processed under the requirements of this Notice from MAHRA restructuring and market rent comparability requirements. Authority for refinancing using FHA Mortgage Insurance is provided in the National Housing Act (NHA), as amended. Section 811 also identified the Risk Sharing Program under Section 542, as a refinancing resource.

Pursuant to authority under Section 612(h) of the Departments of Labor, Health and Human Services, and Education Appropriations Act ending September 30, 2002, projects refinancing their Section 202/8 Direct Loans with FHA insurance are exempt from MAHRA restructurings and market comparability requirements if the prepayments and refinancings are processed under the requirements of Section 811 of the AHEO Act and this Notice.

Specifically, Section 811 permits a prepayment and refinancing of a Section 202 or 202/8 Direct Loan if (1) the project sponsor agrees to operate the project until the maturity date of the original loan under terms at least as advantageous to existing and future tenants as the terms required by the original loan agreement or any rental assistance payments contract under Section 8, including rent supplement program, related to the project and (2) the prepayment may involve refinancing of the loan if such refinancing results in a lower interest rate on the
principal of the loan for the project and in reductions in the debt service related to such loan.

III. GENERAL INFORMATION/BACKGROUND.

There is no requirement that a refinancing plan for a Section 202 or 202/8 Direct Loan include FHA mortgage insurance. Direct Loans may be refinanced using any third party source, including financing by State or local housing finance agencies, use of tax-exempt bonds, multifamily mortgage insurance under the National Housing Act, reinsurance, or other credit enhancements, including risk sharing as provided under section 542 of the Housing and Community Development Act of 1992.

IV. PREPAYMENT ACTIONS.

There are two types of prepayments:

A. Prepayments which do not require HUD's approval.

1. Section 202 projects approved during approximately 1977 to 1982 have a mortgage note that permits the prepayment with only a 30-day notice to HUD. Typically, the mortgage note, Form FHA-3432-EH (6/76) contains language similar to the following:

"Privilege is reserved to pay the debt in whole or an amount equal to one or more monthly payments on principal next due, on the first day of any month prior to maturity, upon at least thirty (30) days prior written notice to the Payee."

2. The Owner can pay off its 202 mortgage upon a 30-day written notice submitted to the Hub/PC and the residents.

3. Where an Owner may prepay a Direct Loan without HUD's approval, but where the Owner elects to process the prepayment and refinancing under the terms of this Notice, HUD may permit the project to remain exempt from MAHRA requirements and, if approved in the prepayment/refinancing proposal, keep its current Section 8 rent levels, if the Owner/project agrees to prepay and refinance under the terms of this Notice and the project owner executes and records the Section 202 Use Agreement required under this Notice.
4. The Hub Director may approve the prepayment proposal where HUD’s permission to prepay is not required, however, the Headquarters’ Office of Asset Management must provide the Hub Director written approval to prepay a Section 202 Direct Loan under the Headquarters’ “Prepayment Checklist” process.

B. Prepayments which require HUD’s approval.

1. Any prepayment action/request where the Direct Loan Note does not explicitly grant a right to prepay the loan, or the Owner elects to proceed under the Notice rather than to exercise its right to prepay.

2. Where HUD approval is required to prepay a Direct Loan, the Use Agreement prescribed in Attachment 4 must be executed by the Owner and HUD and recorded upon HUD approval of the prepayment transaction.

3. Hub Directors are authorized to approve prepayment proposals that are processed under the requirements of this Notice and where the project will receive and record the Use Restrictions under the requirements of this Notice. However, the Headquarters’ Office of Asset Management must provide the Hub Director written approval to prepay a Section 202 Direct Loan under the Headquarters’ “Prepayment Checklist” process.

V. ACCEPTABLE PROJECT OWNERSHIP.

A. A project that requires HUD permission to prepay, and therefore will be under a HUD Section 202 Use Agreement (see Attachment 4) until the maturity date of the Section 202 Direct Loan, may refinance the transaction with the following types of ownership:

1. The project must be owned and maintained by the current ownership entity, or

2. The project may be owned by a For-Profit Limited Partnership the sole general partner of which is the current project owner or a corporation wholly owned and controlled by the current owner.

3. The current project owner, in conjunction with the processing of a prepayment under this Notice, may transfer the project to an acceptable and experienced non-profit elderly housing provider eligible as an owner under section 202(k)(3) and
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