1a Applicant Certification
2019 Multifamily Uniform Application Certification

Development Name: Reserve at New York

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.

Reserve at New York LLC

Applicant Entity Name

By: _____________________________

Signature of Authorized Representative

Brian McGeady

Printed Name

Authorized Signer

Title

02-11-19

Date

Sworn to and subscribed before me on the 11th day of February, 2019

by Brian McGeady

(Personalized Seal)

State of Ohio

NOTARY PUBLIC SIGNATURE

Notary Public, State of Ohio

My Commission Expires: 03-18-2023

County of Butler

Date

02-11-19

1/29/2019
1b  Meeting Selection (4% Only)
Not Applicable
Certification, Acknowledgement, and Consent of Development Owner
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

Note: If any disclosures are indicated regarding 10 TAC §11.101(a)(3), submit the Neighborhood Risk Factors Report Packet (NRFR) located on the Department's website http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
Development Owner Certification, Acknowledgement and Consent

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

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

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

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

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

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

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

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

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

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

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

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

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

The Applicant will attempt to ensure that at least 30% of the construction and management
businesses with which the Applicant contracts in connection with the Development are
Minority Owned Businesses as further described in Tex. Govt Code §2306.6734.

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

Accessibility Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Brian McGeady

Printed Name

Authorized Signer

Title

February 19, 2019

Date

THE STATE OF Ohio

COUNTY OF Butler

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

[Seal]

JUSTIN P. GREGORY
Notary Public, State of Ohio
My Commission Expires 03-16-2023

Notary Public Signature
Termination of Relationship in an Affordable Housing Transaction

Brian McGeady, is a Member of the ownership structure for this Development. Mr. McGeady, was also also a Member of the ownership for Daystar Estates GP, LLC, who was a general partner in a limited partnership that received an award of low-income housing tax credits in Michigan in 2003. The award of tax credits supported the development of Daystar Estates, a 50-unit single-family scattered-site development in Detroit, MI. Daystar Estates GP, LLC voluntarily transferred their interests and remained in the ownership until a general partner with significant holdings in Detroit could be found.

Brian McGeady was a managing partner of Miller-Valentine Group during this period. Mr. McGeady has since left Miller-Valentine Group and is now leading a new firm, MVAH Partners, an organization 100% focused on affordable housing.

The syndicator for Daystar Estates, Centerline Capital Group, and lender were both amenable and pleased with the results of the voluntary transfer of ownership interests. Daystar Estates GP, LLC met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership. Miller-Valentine Group negotiated with its investor limited partner, Centerline Capital Group, to withdraw from the partnership. Centerline's approval was granted, and the transfer was completed on September 5, 2012.

This was Miller-Valentine's first effort to develop affordable housing in Michigan, and unfortunately the only award ever received in Detroit. As the property was completed and operational, it became apparent that critical synergies for the company's operation in this market were non-existent. Detroit is a unique market that requires a significant local presence to outperform the competition. This development encountered many unforeseen issues that required Miller-Valentine to provide additional resources in order to keep the development viable, while a long term strategy was implemented. The long term strategy was implemented with a focus on preserving the much needed affordable housing in the City of Detroit.

All of the parties who were involved with the Daystar Estates property met all of their obligations to the property and the partnership, did not default under the partnership agreement, and were not removed from the partnership.

An attached letter from Centerline Capital Group certifies the circumstances of this voluntary removal from the Daystar Estates general partnership and that all parties were able to come to an agreement on favorable terms. The letter is from 2012, prior to the completion of the transfer. Centerline Capital Group is no longer in operation, and the signor of this letter: Michael Riechman, is now a principal of MVAH Partners LLC. At the time the transfer was completed, Michael Riechman was not a member of Miller-Valentine Group or MVAH Partners LLC and Centerline Capital Group and Miller-Valentine or MVAH Partners LLC have never been entities that share an identity of interest or common ownership.
Mr. David R. Liette  
President  
Miller Valentine Group  
4334 Glendale-Milford Road  
Cincinnati, Ohio 45242  

Dave  

I wanted to take this opportunity to personally thank you and your team for their dedication in working with us on finding a long term solution for Daystar Estates. This project encountered many unforeseen issues that required your organization to provide additional resources well beyond your obligations in order to keep the project viable while we determined a feasible long term strategy. We now believe that we have a plan in place with MV selling their General Partner Interest and with a new management company we should preserve this much needed affordable housing in Detroit.  

I look forward to working with MVG on new projects in the near future.  

Regards,  

Michael Riechman  
Senior Managing Director
3 Applicant Eligibility Certification
The Applicant Eligibility Certification(s) is included behind this tab.

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

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

The form must be executed by all individuals included on the organizational chart who are identified under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan, the definition of Control.

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

The submission may include one copy of the certification along with copies of the signature pages. A signed, dated, and notarized signature page for each individual described above must be included. No hard copy with original signatures is required, only a scanned copy within the final PDF file.

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)
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 timeframe provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

Brian McGeady

Printed Name

Authorized Signer

Title

February 19, 2019

Date

THE STATE OF  Ohio

§

COUNTY OF  Butler

§

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

(Seal)

JUSTIN P. GREGORY
Notary Public, State of Ohio
My Commission Expires 03-18-2023

Notary Public Signature

Page 6 of 6

February 13, 2019
2019 REVISED Applicant Eligibility Certification

By: ______________________________

Signature of Authorized Representative

Michael Riechman

Printed Name

Authorized Signer

Title

Febrary 19, 2019

Date

THE STATE OF Ohio §

COUNTY OF Butler §

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

NOTARIAL SEAL

JUSTIN P. GREGORY
Notary Public, State of Ohio
My Commission Expires 03-18-2023

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: [Signature of Authorized Representative]

Darren Smith
Printed Name

Authorized Signer

Title
February 15, 2019
Date

THE STATE OF Texas
COUNTY OF Travis

Before me, a notary public, on this day personally appeared Darren Smith, 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 15th day of February 2019

(Seal)

ISABELLE ATMINSON
Notary Public, State of Texas
Comm. Expires 09-12-2020
Notary ID 13082962-9

Notary Public Signature
Multifamily Direct Loan Certification
Not Applicable
Applicant Information Page
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Brian McGeady</td>
</tr>
<tr>
<td>Phone: (513) 964-1141</td>
</tr>
<tr>
<td>Email: <a href="mailto:Brian.McGeady@mvahpartners.com">Brian.McGeady@mvahpartners.com</a></td>
</tr>
<tr>
<td>Mailing Address: 9100 Centre Pointe Drive, Suite 210</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>West Chester</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Justin Gregory</td>
</tr>
<tr>
<td>Phone: (513) 964-1152</td>
</tr>
<tr>
<td>Email: <a href="mailto:justin.gregory@mvahpartners.com">justin.gregory@mvahpartners.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Sarah Andre</td>
</tr>
<tr>
<td>Phone: (512) 698-3369</td>
</tr>
<tr>
<td>Email: <a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></td>
</tr>
<tr>
<td>Mailing Address: 1301 Chicon Street, Unit 101</td>
</tr>
<tr>
<td>Street</td>
</tr>
<tr>
<td>Austin</td>
</tr>
</tbody>
</table>
Competitive Housing Tax Credit Selection Self-Score
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### 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></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>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
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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>
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<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>
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<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>
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Efficient Use of Limited Resources and Applicant Accountability Total 43

### Point Deductions

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

Total Application Self Score 120

1/29/2019
Site Info Form Part I
### Site Information Form Part I

<table>
<thead>
<tr>
<th>Development Address (All Programs)</th>
<th>Self Score Total: 120</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Address</strong></td>
<td><strong>City</strong></td>
</tr>
<tr>
<td>6011 New York Avenue</td>
<td>Arlington</td>
</tr>
<tr>
<td><strong>Region</strong></td>
<td><strong>Zip</strong></td>
</tr>
<tr>
<td>3</td>
<td>76018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Census Tract Information (All Programs)</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Census Tract Number</strong></td>
<td><strong>No</strong></td>
<td><strong>Median Household Income:</strong></td>
<td><strong>62680.00</strong></td>
</tr>
<tr>
<td>(11 digits)</td>
<td>QCT?</td>
<td>Quartile:</td>
<td><strong>2q</strong></td>
</tr>
<tr>
<td>48439111547</td>
<td>No</td>
<td>Poverty Rate:</td>
<td><strong>6.3</strong></td>
</tr>
</tbody>
</table>

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

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

- [x] **Twice the State Average Per Capita.** The proposed Development is **NOT** located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c))
- [x] **One Mile Three Year Rule.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, **OR** the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).
- [x] **Limitations on Developments in Certain Census Tracts.** The proposed Development is **NOT** a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

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

- [ ] The site is not located in a county with a population that exceeds one million.
- [ ] The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county.
- [x] The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county:
  - 19317 Fish Creek Apartments; 19345 St Andrews Townhomes

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

- [x] 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:
  - 19317 Fish Creek Apartments

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

- [ ] Development Site is appropriately zoned? **No**
- [ ] Zoning Designation: **Neighborhood Commercial (NC)**
- [ ] Flood Zone Designation: **X**
- [ ] Entire Development Site is outside the 100 year floodplain: **Yes**

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

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

2/13/2019

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beckham Elementary</td>
<td>PK through 6</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Ousley JH</td>
<td>7 through 8</td>
<td>Yes Yes Yes</td>
</tr>
<tr>
<td>Seguin HS</td>
<td>9 through 12</td>
<td>Yes Yes 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.
Site Info Part I – Supporting Documents
**Supporting Documentation for the Site Information Form Part I**

**Maps:**
- **x** Street Map with Site Drawn and Identified
- **x** Census Tract Map with Development Site Identified
  
  [https://tractfinder.census.gov/traces/nav/](https://tractfinder.census.gov/traces/nav/)

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

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

**Farmland Designation**
- **na** Information is included in the ESA.
- **x** Information is included behind this tab.

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

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

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

Waiver of Rules

- The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
Location Map
Reserve at New York
6011 New York Avenue
Arlington, Texas
Census Tract Map
Reserve at New York
6011 New York Avenue
Arlington, Texas
February 26, 2019

Brian McGeady
Reserve at New York LLC
9100 Centre Point Drive, Suite 210
West Chester, OH 45069

RE: Zoning Request and Hold Harmless Release

Dear Mr. McGeady:

The City of Arlington has received your application for a zoning change for the development known as Reserve at New York located at 6011 New York Avenue. The City has also received the release agreeing to hold the City of Arlington harmless in the event the zoning is not granted.

Please contact me if you have any further questions.

Sincerely,

Gincy Thoppil AICP, Director
Department of Planning & Development Services
City of Arlington, TX
APPLICATION
ZONING

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Select Application Type:  □ Zoning Change  □ PD Development Plan  □ New  □ Amendment
□ Specific Use Permit  □ Multi-Family Development Plan  □ New  □ Amendment

Development Information

PROJECT ADDRESS:  6011 New York Ave
Project Name:  Reserve at New York
Legal Description:  Lot 3, Blk A, Roper Addition & Tract 1A02, Abst 1339  Acreage: 5.86
Current Zoning:  NC - Neighborhood Commercial  Proposed Zoning:  PD w/ RMF Base
Current Use:  Vacant  Proposed Use:  Multi-Family development

Owner Information

Firm Name (authorized representing agent, if applicable):  
Owner Name:  Weldon Roper
Address:  35 County Rd 915  City:  Anna  State:  TX
ZIP Code:  75409  Telephone:  817-477-1630  Email:  weldon.roper@yahoo.com
For additional owners, please include additional copies of pages 1 and 2.

Representative/Agent Information

Firm Name:  BGE, Inc
Name:  David Greer
Address:  500 W. 7th Street, Ste. 1800  City:  Ft. Worth  State:  TX
ZIP Code:  76102  Telephone:  817-872-6005  Email:  dgreer@bgeinc.com

Preparer's Signature:  
Printed Name:  David Greer
Date:  

FOR OFFICE USE ONLY
AMANDA Sequence Number:  

12/29/2014  Submit completed form to One Start Development Center | 2nd Floor City Hall | 101 W Abram St Arlington TX 76010  817-459-6502 | www.arlingtontx.gov/cdp  Page 1 of 5
Owner Certification and Disclosure of Interest

Article XII, Code of Ethics, of the "Administration" Chapter of the Code of the City of Arlington, Section 12.06, requires all persons seeking City Council, Planning and Zoning Commission, or Zoning Board of Adjustment consideration or action concerning any application for rezoning, plat approval, special exception, variance or similar application requiring action by the Planning and Zoning Commission or Zoning Board of Adjustment, to provide the following information. The applicant and the owner shall both file statements in those cases where the applicant does not own the property which is the subject of consideration or action.

Do you believe that a City official or City employee may have a conflict of interest in the aforementioned property or application?

☐ YES ☐ NO

If YES, state the name of each person and the department they represent known by you that may have a conflict of interest in the property of the application referenced.

Name: ___________________________ Council, Board, Commission, or City Department: ___________________________

Name: ___________________________ Council, Board, Commission, or City Department: ___________________________

This is to certify that (owner name) [Weldon L. Roper], the stated undersigned, is/are the sole owner(s) of the property described in this application, and that I/we have read and understand the "Disclosure of Interest".

[Signature]

[Date] 2/1/19

Owner Name (print)

[Signature]

[Date] __________

Agent Name (print)

Notary Statement – All Signatures Must Be Notarized

Before me, the undersigned authority, on this day, personally appeared (owner) [Weldon L. Roper], known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

[Notary Public]

[Date] 11th day of February, 2019

Notary Public in and for the State of Texas

Before me, the undersigned authority, on this day, personally appeared (agent) ______________________ known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

[Notary Public]

[Date] __________

Notary Public in and for the State of Texas
### REQUIRED FEES

<table>
<thead>
<tr>
<th>Request Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rezoning to single-family residential RE, RS-20, RS-15, RS-7.2, RS-5, RM-12</td>
<td>$1,000</td>
</tr>
<tr>
<td>Rezoning to, or revision of a, PD specifically for a wireless communication facility, with Development Plan</td>
<td>$2,800 + $100/acre</td>
</tr>
<tr>
<td>Rezoning to, or revision of a, PD, with Development Plan</td>
<td>$2,000 + $100/acre</td>
</tr>
<tr>
<td>Rezoning to any other zoning district</td>
<td>$1,000 + $50/acre ($15,000 max)</td>
</tr>
<tr>
<td>New or Revised Development Plan (includes Multi-family Development Plan)</td>
<td>$1,800 + $50/acre</td>
</tr>
<tr>
<td>Administrative Change to Approved Development Plan</td>
<td>$375</td>
</tr>
<tr>
<td>New or Revised SUP request with zoning change request</td>
<td>No additional fee</td>
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<tr>
<td>New or Revised SUP submitted without zoning change request</td>
<td>$1,000 + $50/acre ($15,000 max)</td>
</tr>
</tbody>
</table>

Request City Staff to place notification sign on site for additional fee of $100  

- Yes  
- No

### APPLICATION SUBMITTAL REQUIREMENTS

Applications submitted without all required documents and information will not be reviewed, and will be returned to the applicant for revision. Please be sure that all required items are included for the type of application requested. Additional information can be found in Article 10, Review Procedures of the Unified Development Code, which is available online at [www.arlingtontx.gov/cdp/udc](http://www.arlingtontx.gov/cdp/udc). If you have questions about the application process or any submittal requirements, please call the Planner of the Day at 817-459-6502.

### ALL APPLICATIONS

The following items are required with all types of applications:

- Zoning Application form
- Owner Certification and Disclosure of Interest form (signed and notarized)
- One (1) 11" x 17" copy of the subdivision plat (if the property is platted)
- If request is for (i) a portion of a platted lot, or (ii) an unplatted lot, surveyed site boundary dimensions (metes and bounds) and gross acreage determined by a licensed surveyor must be provided electronically in Microsoft Word format and in hard copy.

The following items should be clearly identified as metes and bounds within the location map’s description:

- The point of beginning (POB), describing the corner tie, and a tie to a Global Positioning System (GPS) monument accepted by the City. At least one corner shall be tied by course and distance to a corner of a platted lot or to an original corner of the original survey of which it is a part. In case of a location map depicting a completely new area without any specific monument, or recorded addition lot corner, the geographic coordinate numbers of the point of beginning should be provided.
- Metes and bounds calls, stating bearings in degrees, minutes, and seconds, and distances in feet and hundredths of feet.
- Metes and bounds calls of each line should be described in separate paragraphs.
- Curved lines should be defined by their direction left or right, angle of intersection or central angle, radius, arc length, and chord bearing and distance. Non tangent curves should be identified as such.
- Scale factor should be provided in case of ground survey.
- If the ownership does not match the ownership on the Tarrant County Appraisal District website, [www.tad.org](http://www.tad.org), a warranty deed shall be submitted with this application. Please verify ownership prior to submitting the application.
- Additional application submittal requirements, based on type of application (see following pages)
ADDITIONAL APPLICATION SUBMITTAL REQUIREMENTS

In addition to the items listed above, the following documents must be submitted depending on the type of application (some zoning applications require more detail than others):

ZONING CHANGE

- One (1) copy of a site plan indicating the dimensions of the structure(s) and the distances from the property lines (only if there are existing structures on site).

PD DEVELOPMENT PLAN

- Notes from the completed pre-application conference.
- A written statement describing what is to be achieved in the development proposal for the property and how the proposal conforms to the criteria established in Section 10.4.3(G) of Article 10, Review Procedures, of the Unified Development Code. This statement should be prepared as a narrative description of the character of the proposed development and rationale behind the assumptions and choices made by the applicant, including the use and ownership of open spaces. This is the applicant’s opportunity to describe what they want to do with the property and why. The applicant may also submit drawings, photographs, company information, and other relevant material with the application.
- 5 folded copies of the PD Development Plan showing the items indicated in the technical requirements below. Sheet size must be a minimum 11" x 17" and a maximum 24" x 36".

Site Layout
- Location map, north arrow, scale
- Existing zoning and land uses of properties adjacent to the site
- Proposed site layout, indicating the size and dimensions of all lots
- Proposed land uses and building locations, indicating setbacks from property lines
- Square footage, acreage, and density of all proposed land uses and lots
- Gross area of streets, sidewalks, and other paved surfaces and its percentage of total property area
- Gross area of open space areas and recreational areas and its percentage of total property area
- Existing and proposed public and private rights-of-way, easements, and access points into the property
- Calculation and location of all off-street parking and loading facilities
- For residential uses, the number, type, and density of each type of dwelling unit (i.e., single-family, multi-family, townhouse, etc.)

Landscape Plan
- Landscape plan per Article 5, Design and Development Standards, Section 5.2 Landscaping and Section 5.3 Screening, Buffering, and Fencing, and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping, screening, and fencing.

Building Elevations
- Elevation drawings of all sides of all buildings, showing dimensions, height, building materials, color, texture, and design.

- Preliminary drainage analysis, if required by the Zoning Administrator for this site.
- Traffic impact analysis or traffic circulation analysis, if required by the Zoning Administrator for this property.
SPECIFIC USE PERMIT

☐ 5 folded copies of the SUP site plan showing the items indicated in the technical requirements below. Sheet size must be a minimum 11" x 17" and a maximum 24" x 36".

Site Layout
  o Location map, north arrow, scale
  o Existing zoning and land uses of properties adjacent to the site
  o Existing and proposed buildings, indicating square footage of each building and setbacks from property lines
  o Calculations and location of off-street parking and loading facilities
  o Site access points and driveway locations
  o Location of outdoor storage, outside display areas, and loading docks
  o Signs located on the site and buildings
  o Location of recycling and refuse facilities

Landscape Plan
  o Landscape plan per Article 5, Design and Development Standards, Section 5.2 Landscaping and Section 5.3 Screening, Buffering, and Fencing, and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping, screening, and fencing.

Building Elevations
  o Elevation drawings of all sides of all buildings, showing dimensions, height, building materials, color, texture, and design.

☐ Preliminary drainage analysis, if required by the Zoning Administrator for this site.

☐ Traffic impact analysis or traffic circulation analysis, if required by the Zoning Administrator for this property.

MULTI-FAMILY DEVELOPMENT PLAN

☐ 5 folded copies of the Multi-Family Development Plan showing the items indicated in the technical requirements below. Sheet size must be a minimum 11" x 17" and a maximum 24" x 36".

Site Layout
  o Location map, north arrow, scale
  o Existing zoning and land uses of properties adjacent to the site
  o Existing and proposed public and private rights-of-way, easements, and access points to the property
  o The number, type, size, and density of each type of dwelling unit in each building
  o Location and size of common open space areas and recreational areas, including a description of proposed site amenities
  o Building locations, indicating setbacks from property lines and distances between buildings
  o Calculations and location of off-street parking facilities, including any parking structures, enclosed garages, or carports
  o Description of how Crime Prevention Through Environmental Design practices are incorporated into the site design
  o Location of trash enclosures, storage areas, mailrooms, and accessory structures
  o Existing and proposed sidewalks on the perimeter of the site and pedestrian walkways within the site

Landscape Plan
  o Landscape plan per Article 5, Design and Development Standards, Section 5.2 Landscaping and Section 5.3 Screening, Buffering, and Fencing, and any other specific landscaping requirements, noting all required and proposed landscape setbacks, transitional buffers, parking, landscaping, screening, and fencing.

Building Elevations
  o Elevation drawings of all sides of all buildings, showing dimensions, height, building materials, color, texture, and design.

☐ Preliminary drainage analysis, if required by the Zoning Administrator for this site.

☐ Traffic impact analysis or traffic circulation analysis, if required by the Zoning Administrator for this property.
EAST SUBLETT ROAD
(VARIABLE WIDTH R.O.W.)

LOT 3, BLOCK A
ROKE ADDITION
CAB. A, SLIDE 11596
P.R.T.C.T.

POINT FOR CORNER
P.R.T.C.T.
(1/2-INCH IRON ROD FOUND
BEARS N 84°03' E
3.0')

PART OF
WELDON L. ROPER
VOL. 6376, PAGE 1763
D.R.T.C.T.

5.856 ACRES
(255,099 SQ. FT.)

POINT FOR CORNER
P.R.T.C.T.
(1/2-INCH IRON ROD FOUND
BEARS S 84°03' E
0.3')

PART OF
WELDON ROPER
PARCEL 17C
INST. NO. D2003098264
D.R.T.C.T.

WELDON R. ROPER
AND WIFE
SANDRA R. ROPER
VOL. 7905, PG. 1405
D.R.T.C.T.

ARLINGTON-WEBB
ROAD
(VARIABLE WIDTH R.O.W.)

5.070 ACRES
WE2 MHC, LLC
INST. NO. D213035482
O.P.R.T.C.T.

NOTES:
Bearing system for this survey is based on
the Texas State Plane Coordinate System,
North American Datum of 1983, North Central
Zone 4202, based on observations made on
February 8, 2019 with an applied combined
scale factor of 1.00012.

A metes and bounds description of every
survey date herewith accompanies this plat.

ZONING EXHIBIT
5.856 ACRES (255,099 SQ. FT.)
J. ROUCHE SURVEY, ABSTRACT NUMBER 1339
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
JOB No. 6583-00 | JAL/GMP | SHEET 1 OF 3
DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION, of a 5.856--acre tract of land situated in the J. Rouche Survey, Abstract Number 1339, Tarrant County, Texas; said tract being all of Lot 3, Block A, Roper Addition, an addition to the City of Arlington according to the plat recorded in Instrument Number D206377779 of the Plat Records of Tarrant County, Texas, part of a 5.629--acre tract of land described in Substitute Trustee's Deed to Weldon L. Roper as recorded in Volume 9376, Page 1763 of the Deed Records of Tarrant County, Texas, all of a 3.545--acre tract of land described in Warranty Deed to Weldon R. Roper and wife, Sandra R. Roper as recorded in Volume 7905, Page 1405 of said Deed Records, and part of an 8,085--square foot tract of land described as Parcel 17C in Special Warranty Deed to Weldon Roper as recorded in Instrument Number D203098264 of said Deed Records; said tract being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8--inch capped iron rod found for the northwest corner of a corner clip at the intersection of the south right-of-way line of East Sublett Road (a variable--width right of way) and the west right-of-way line of Arlington--Webb Road (a variable--width right-of--way); said point being a northeast corner of Lot 28, Block A, Roper Addition an addition to the City of Arlington according to the plat recorded in Instrument Number D214094933 of said Plat Records;

THENCE, in a southerly direction, along said corner clip and the said west line of Arlington--Webb Road, and the east line of said Lot 28, the following four (4) calls:

South 45 degrees 47 minutes 29 seconds East, a distance of 20.98 feet to a point;
South 00 degrees 11 minutes 17 seconds East, a distance of 136.13 feet to a 1/2--inch iron rod found;
South 03 degrees 03 minutes 14 seconds East, a distance of 100.01 feet to a point;
South 00 degrees 11 minutes 17 seconds East, a distance of 14.70 feet to a 1/2--inch iron rod found for the POINT OF BEGINNING; said point being the southeast corner of said Lot 28 and the northeast corner of said Lot 3;

THENCE, South 00 degrees 11 minutes 17 seconds East, along the said west line of Arlington--Webb Road and the east line of said Lot 3, a distance of 191.78 feet to a point for corner in the north line of said 3.545--acre tract; said point being the southeast corner of said Lot 3; from said point a 1/2--inch iron rod found bears South 57 degrees 48 minutes East, a distance of 0.5 feet;

THENCE, North 89 degrees 37 minutes 20 seconds East, departing the said west right-of-way line of Arlington--Webb Road and along the north line of said 3.545--acre tract, a distance of 25.25 feet to a point for corner in the centerline of said Arlington--Webb Road; said point being the northeast corner of said 3.545--acre tract; from said point a bent 5/8--inch iron rod found bears North 52 degrees 14 minutes West, a distance of 0.4 feet;

THENCE, South 00 degrees 16 minutes 29 seconds East, along the said centerline of Arlington--Webb Road and the east line of said 3.545--acre tract, a distance of 329.08 feet to a PK nail found for corner; said point being the southeast corner of said 3.545--acre tract and the northeast corner of a 5.070--acre tract of land described in Special Warranty Deed with Vendor's Lien to W2 MHC1, LLC as recorded in Instrument Number D213035482 of said Deed Records;

THENCE, South 89 degrees 26 minutes 25 seconds West, departing the said centerline of Arlington--Webb Road, along the south line of said 3.545--acre tract and the north line of said W2 tract, at a distance of 25.75 feet passing a 3/8--inch iron rod found in the said west line of Arlington--Webb Road, continuing for a total distance of 467.83 feet to a point for corner in the east line of said Parcel 17C; said point being the southwest corner of said 3.545--acre tract and the northwest corner of said W2 tract;

THENCE, South 85 degrees 39 minutes 54 seconds West, over and across said Parcel 17C, a distance of 8.75 feet to a 1/2--inch iron rod found in the east right-of-way line of New York Avenue (a variable--width right-of--way);

THENCE, in a northerly direction along the said east right-of-way line of New York Avenue, the west line of said Parcel 17C, and the west line of said Lot 3, the following six (6) calls:

ZONING EXHIBIT

5.856 ACRES (255,099 SQ. FT.)
J. ROUCHE SURVEY, ABSTRACT NUMBER 1339
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800  www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10193953
Copyright 2019

JOB No. 6583--00 | JAL/GMP | SHEET 2 OF 3
DESCRIPTION OF PROPERTY SURVEYED (continued)

North 05 degrees 38 minutes 14 seconds West, a distance of 332.57 feet to a point for corner; said point being the northwest corner of said Parcel 17C and an angle point in the said east line of New York Avenue;

North 89 degrees 37 minutes 20 seconds East, along an offset in the said east line New York Avenue and the north line of said Parcel 17C, a distance of 1.00 feet to a point for corner; said point being an angle point in the said east line of New York Avenue and the southwest corner of said Lot 3;

North 05 degrees 34 minutes 50 seconds West, departing the north line of said Parcel 17C and along the west line of said Lot 3, a distance of 16.99 feet to a point at the beginning of a non–tangent curve to the right;

In a northerly direction along said non–tangent curve to the right, having a central angle of 13 degrees 13 minutes 50 seconds, a radius of 209.11 feet, and a chord bearing and distance of North 02 degrees 05 minutes 11 seconds East, 48.18 feet, an arc distance of 48.29 feet to a point at the end of said curve and the beginning of a reverse curve to the left;

In a northerly direction along said reverse curve to the left, having a central angle of 13 degrees 51 minutes 19 seconds, a radius of 260.00 feet, and a chord bearing and distance of North 01 degrees 21 minutes 27 seconds East, 62.72 feet, an arc distance of 62.87 feet to a point at the end of said curve;

North 05 degrees 34 minutes 50 seconds West, a distance of 66.14 feet to a point for corner; said point being the northwest corner of said Lot 3 and the southwest corner of Lot 2A, Block A of said Roper Addition; from said point a 1/2–inch iron rod found bears North 84 degrees 03 minutes East, a distance of 0.3 feet;

THENCE, North 89 degrees 50 minutes 22 seconds East, at a distance of 320.69 feet passing a 1/2–inch iron rod found for the southeast corner of said Lot 2A and the southwest corner of said Lot 2B; continuing for a total distance of 485.59 feet to the POINT OF BEGINNING;

CONTAINING: 5.856 acres or 255,099 square feet of land, more or less, of which 8,392 square feet are located in the right–of–way of Arlington–Webb Road.

Bearing system for this survey is based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone 4202, based on observations made on February 8, 2019 with an applied combined scale factor of 1.00012.)

A survey plot of even survey date herewith accompanies this description.

Gregory Mark Pedigo
Registered Professional
Land Surveyor No. 6608

LINE TABLE

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<tr>
<td>L2</td>
<td>S 00°11’17” E</td>
<td>14.70’</td>
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<tr>
<td>L3</td>
<td>N 89°37’20” E</td>
<td>25.25’</td>
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<tr>
<td>L4</td>
<td>S 85°39’54” W</td>
<td>8.75’</td>
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<td>L5</td>
<td>N 89°37’20” E</td>
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<tr>
<td>L6</td>
<td>N 05°34’50” W</td>
<td>16.99’</td>
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<td>L7</td>
<td>N 05°34’50” W</td>
<td>66.14’</td>
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CURVE TABLE

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<td>48.18’</td>
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<td>N 01°21’27” E</td>
<td>62.72’</td>
<td>62.87’</td>
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ZONING EXHIBIT

5.856 ACRES (255,099 SQ. FT.)

J. ROUCHE SURVEY, ABSTRACT NUMBER 1339
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

JOB No. 6583–00 | JAL/GMP | SHEET 3 OF 3
City Of Arlington
Receipt # 531986
(This is not a permit)

Receipt For: Zoning Case, Planned Development, With Development Plan
"For licenses, use sub type and folder group"

Payment Date: 02/21/2019    Invoice No.: 2921760    Reference ID: 2019-024033-ZC
Property Name: PD19-6 New York Avenue Multifamily
Property Address: 6011 NEW YORK AVE ARLINGTON TX 76018
Legal Description: ROPER ADDITION BLK A LOT 3

Payee Information:

Organization:
Name: DAVID GREER
Address: 500 W 7TH ST FORT WORTH TX 76012 USA
Phone No.: (817) 872-6005
Payment Method: Check
Account Number: N/A
Payment Received: $1,312.50
Amount Applied: $1,312.50
Change: $0.00    Balance: N/A

Comments:
CHECK #85707

Receipt Details

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<td>Zoning Sign Installation Fee</td>
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Total: $2,686.00

Register at ap.arlingtontx.gov to retrieve any documents related to this transaction

Internal Information

Reference No.: 2389187
Department Name: Community Development & Planning
Receipt Issued By: VICKIE SLOAN
Contact Number: 817-459-6502
City Of Arlington
Receipt # 531984
(This is not a permit)

Receipt For: Zoning Case, Planned Development, With Development Plan
"For licenses, use sub type and folder group"

Payment Date: 02/21/2019    Invoice No.: 2921760    Reference ID: 2019-024033-ZC

Property Name: PD19-6 New York Avenue Multifamily
Property Address: 6011 NEW YORK AVE ARLINGTON TX 76018
Legal Description: ROPER ADDITION BLK A LOT 3

Payee Information:
Organization:
Name: DAVID GREER
Address: 500 W 7TH ST FORT WORTH TX 76012 USA
Phone No.: (817) 872-6005
Payment Method: Check
Account Number: N/A
Payment Received: $1,373.50
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CHECK #2338

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Total: $2,586.00

Register at ap.arlingtontx.gov to retrieve any documents related to this transaction

Internal Information
Reference No.: 2389187
Department Name: Community Development & Planning
Receipt Issued By: VICKIE SLOAN
Contact Number: 817-459-6502
National Flood Hazard Layer FIRMette

Legend

SPECIAL FLOOD HAZARD AREAS

Without Base Flood Elevation (BFE) Zone A, A99, AE

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

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Areas of 1% annual 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

OTHER AREAS OF FLOOD HAZARD

Area of Minimal Flood Hazard Zone X

Effective LOMRs

Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

OTHER FEATURES

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

Digital Data Available

No Digital Data Available

Unmapped

MAP PANELS

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

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 1/18/2019 at 4:25:54 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)

- Area of Interest (AOI)

Soils

- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- 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 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 and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
- 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

Water Features

- 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

- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- 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 the product of I (soil erodibility) x C (climate factor) does not exceed 60
- 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

Natural Resources Conservation Service
Web Soil Survey
National Cooperative Soil Survey

1/17/2019
Page 2 of 4
### MAP INFORMATION

<table>
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<td>Major Roads</td>
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<td>Local Roads</td>
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#### 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:** Tarrant County, Texas
**Survey Area Data:** Version 16, Sep 16, 2018

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

**Date(s) aerial images were photographed:** Oct 29, 2016—Nov 29, 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

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<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
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<td>7.4%</td>
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<td>50</td>
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<td>Farmland of statewide importance</td>
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<td>84</td>
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<td>Farmland of statewide importance</td>
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<td></td>
<td><strong>Totals for Area of Interest</strong></td>
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<td>5.7</td>
<td>100.0%</td>
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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*
# Texas Education Agency

## 2018 Accountability Ratings Overall Summary

### BECKHAM EL (220901158) - ARLINGTON ISD

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<td>79</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>75</td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 62.7%)</td>
<td>52</td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>78</td>
<td>78</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

- **ELA/Reading**: Not Earned
- **Mathematics**: Earned
- **Science**: Earned
- **Social Studies**: Not Eligible
- **Comparative Academic Growth**: Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Not Earned
# 2018 Accountability Ratings Overall Summary

**OUSLEY J H (220901055) - ARLINGTON ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td>86</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td></td>
<td>49</td>
<td>80</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>87</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td></td>
<td>76</td>
<td>85</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 67.7%)</td>
<td></td>
<td>49</td>
<td>87</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td></td>
<td>73</td>
<td>82</td>
</tr>
</tbody>
</table>

## Distinction Designations

- **ELA/Reading**: Earned
- **Mathematics**: Earned
- **Science**: Not Earned
- **Social Studies**: Earned
- **Comparative Academic Growth**: Not Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Not Earned
## Texas Education Agency

### 2018 Accountability Ratings Overall Summary

**SEGUIS H S (220901009) - ARLINGTON ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>79</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>Student Achievement</td>
<td>76</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>50</td>
<td>77</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>40</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>95.9</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td>81</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>71</td>
<td>81</td>
<td></td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 56.7%)</td>
<td>45</td>
<td>75</td>
<td></td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>51</td>
<td>75</td>
<td></td>
</tr>
</tbody>
</table>

### Distinction Designations

- **ELA/Reading**: Earned
- **Mathematics**: Earned
- **Science**: Earned
- **Social Studies**: Earned
- **Comparative Academic Growth**: Earned
- **Postsecondary Readiness**: Not Earned
- **Comparative Closing the Gaps**: Not Earned
Enter Address to search by

- Fiscal Year: Current
- Zip Code: 76018 - 3038
- Line 1: 6011 New York Ave
- Line 2:
- City: Arlington
- State: Texas

Campuses

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Begin Grade</th>
<th>End Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ousley Junior High School</td>
<td>950 Southeast Pkwy Arlington, TX 76018-2910</td>
<td>(682)867-5700</td>
<td>07</td>
<td>08</td>
</tr>
<tr>
<td>Beckham Elementary</td>
<td>1700 Southeast Pkwy Arlington, TX 76018-3615</td>
<td>(682)867-6600</td>
<td>EE</td>
<td>06</td>
</tr>
<tr>
<td>Seguin High School</td>
<td>7001 Silo Rd Arlington, TX 76002-3421</td>
<td>(682)867-6700</td>
<td>09</td>
<td>12</td>
</tr>
</tbody>
</table>
Beckham Elementary School

Reserve at New York

6011 New York Avenue
Arlington, Texas
Ousley Junior High School

Reserve at New York
6011 New York Avenue
Arlington, Texas
Seguin High School

Reserve at New York

6011 New York Avenue
Arlington, Texas
Site Info Form Part II
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan.
If yes, skip down to select amenities under Urban or Rural, as applicable.

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

   | Development Site is located entirely within a census tract that has a poverty rate that is less than 20% **or** that is less than the median poverty rate for the region, whichever is higher. AND
   | The census tract has a median household income rate in the two highest quartiles within the region (2 points).
   | The census tract has a median household income rate in the third quartile within the region, **and** is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, **and** the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).

   Contiguous Census Tract # ____________  Contiguous Tract Quartile ____________

   | Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(i) of the QAP. A map showing the Development Site, scale showing radius, location of the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.
   | Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

   **Public Hike/Bike Trail or Park w/Playground (1 point)**
   **Outdoor Recreation Facility Available to Public (1 point)**
   **Full Service Grocery Store (1 point) (1 mile)**
   **Delivered Meals Service (1 point)**
   **Pharmacy (1 point) (1 mile)**
   **Health-Related Facility (1 point) (3 miles)**
   **Licensed Center Serving Children (1 point) (2 miles)**
   **Census Tract with Crime Rate of ≤26 per 1k persons (1 point)**
   **University or Community College (1 point) (5 miles)**

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

   **Public Hike/Bike Trail or Park w/Playground (1 point)**
   **Outdoor Recreation Facility Available to Public (1 point)**
   **Full Service Grocery Store (1 point) (1 mile)**
   **Delivered Meals Service (1 point)**
   **Pharmacy (1 point) (1 mile)**
   **Health-Related Facility (1 point) (3 miles)**
   **Licensed Center Serving Children (1 point) (2 miles)**
   **Census Tract with Crime Rate of ≤26 per 1k persons (1 point)**
   **University or Community College (1 point) (5 miles)**

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

   **Application is seeking points for Opportunity Index.**  **Total Points Claimed:** **7**
If necessary, provide a brief summary of how the Development Site is justifying the points selected:

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

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

- **No** Wholly or partially within a Colonia (2 points);
  
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **No** Entirely within the boundaries of an Economically Distressed Area (1 point);
  
  (Note: Not eligible if application qualifies for Opportunity Index points)

- **Yes** 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);

- **No** For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);

- **No** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have 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);

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

- **No** 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);

| No |

- **No** 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).

| Total Points Claimed: 3 |

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

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

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

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

| Total Points Claimed: 0 |

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

| Region: 3 Urban |

- Application is claiming points for a Concerted Revitalization Plan ("CRP").

- No points were claimed for Opportunity Index.

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

- The CRP Packet has been completed and uploaded along with but separately from the Application.

| Total Points Claimed: 0 |

1/30/2019
<table>
<thead>
<tr>
<th>5.</th>
<th><strong>Declared Disaster Area Scoring (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>x</strong></td>
<td>Development is located in an area that qualifies as a Declared Disaster Area as defined in §11.9(d)(3).</td>
</tr>
</tbody>
</table>

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

**Total Points Claimed:** 10

<table>
<thead>
<tr>
<th>6.</th>
<th><strong>Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>na</strong></td>
<td>Application meets all of the following requirements:</td>
</tr>
<tr>
<td><strong>na</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>na</strong></td>
<td>Application includes a certification that the Applicant will close all financing on or before the last business day in November, 2019.</td>
</tr>
<tr>
<td><strong>na</strong></td>
<td>Application includes acknowledgement from all lenders and the syndicator of the required closing date.</td>
</tr>
<tr>
<td><strong>na</strong></td>
<td>Application includes a certification that the Applicant will fully execute the construction contract on or before the last business day in November, 2019.</td>
</tr>
<tr>
<td><strong>na</strong></td>
<td>Application includes evidence that appropriate zoning will be in place at award.</td>
</tr>
<tr>
<td><strong>na</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>na</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>

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

**Total Points Claimed:** 0

1/30/2019
Site Info Part II – Supporting Documents
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Supporting Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract</td>
<td><img src="image1.png" alt="Map" /> x Map with Development Site boundaries indicated, relative to census tract boundaries and contiguous census tract with evidence of no physical barriers between the tracts.</td>
</tr>
<tr>
<td>Map with Development Site boundaries indicated, relative to census tract</td>
<td><img src="image2.png" alt="Map" /> x Map(s) of Community Assets with Development, radius, and each asset labeled.</td>
</tr>
<tr>
<td>Distances are measured from the nearest boundary of the Development Site to</td>
<td><img src="image3.png" alt="Map" /> x Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements.</td>
</tr>
<tr>
<td>NOTE: Per the rule, regular and recurring substantive services provided by</td>
<td><img src="image4.png" alt="Map" /> x For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.</td>
</tr>
<tr>
<td>community, civic or service organization must be beyond exclusively</td>
<td></td>
</tr>
<tr>
<td>congregational or member-affiliated activities. For this item, you must</td>
<td></td>
</tr>
<tr>
<td>evidence the organization’s service activity in the community.</td>
<td></td>
</tr>
<tr>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant</td>
<td><img src="image5.png" alt="Print-out" /> x Print-out from DFPS website confirming daycare licensed to serve relevant age groups.</td>
</tr>
<tr>
<td>age groups.</td>
<td><img src="image6.png" alt="Print-out" /> x 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.</td>
</tr>
<tr>
<td>Print-out from THECB website confirming accreditation of university or</td>
<td><img src="image7.png" alt="Print-out" /> x Print-out from THECB website confirming accreditation of university or community college.</td>
</tr>
<tr>
<td>community college</td>
<td><img src="image8.png" alt="Print-out" /> x Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable.</td>
</tr>
<tr>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
<td><img src="image9.png" alt="Evidence" /> x Evidence of Underserved Area (Competitive HTC and Direct Loan Only).</td>
</tr>
<tr>
<td>For Colonia:</td>
<td><img src="image10.png" alt="Evidence" /> x For Colonia: Evidence from Attorney General of Colonia boundaries; and Evidence of Underserved Area (Competitive HTC and Direct Loan Only).</td>
</tr>
<tr>
<td>Evidence from Attorney General of Colonia boundaries; and</td>
<td><img src="image11.png" alt="Evidence" /> x Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
</tr>
<tr>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
<td><img src="image12.png" alt="Evidence" /> x Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td>Letter from the appropriate local government official or other evidence</td>
<td><img src="image13.png" alt="Evidence" /> x 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.</td>
</tr>
<tr>
<td>that the colonia lacks infrastructure and the Development will enable the</td>
<td><img src="image14.png" alt="Evidence" /> x 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 &quot;Board Approval&quot; column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at <a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a>.</td>
</tr>
<tr>
<td>current dwellings to connect to such infrastructure; and</td>
<td><img src="image15.png" alt="Evidence" /> x Map with Development Site boundaries indicated, relative to census tract boundaries.</td>
</tr>
<tr>
<td>Map showing development site boundaries relative to Colonia boundaries,</td>
<td><img src="image16.png" alt="Evidence" /> x Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.</td>
</tr>
<tr>
<td>and distance from Rio Grande river border.</td>
<td><img src="image17.png" alt="Evidence" /> x Map with all contiguous census tracts, if applicable.</td>
</tr>
<tr>
<td>For Economically Distressed Areas:</td>
<td><img src="image18.png" alt="Evidence" /> x 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.</td>
</tr>
<tr>
<td>A letter or correspondence from Texas Water Development Board indicating</td>
<td><img src="image19.png" alt="Evidence" /> x Concerted Revitalization Plan (Competitive HTC Only). CRP Packet is uploaded along with but separate from the Application.</td>
</tr>
<tr>
<td>the boundaries of the EDA; and</td>
<td></td>
</tr>
<tr>
<td>Map showing development site boundaries relative to EDA boundaries.</td>
<td></td>
</tr>
</tbody>
</table>

2/18/2019
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.

n/a Readiness to Proceed

- Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).

- Certification for construction contract

- Evidence that appropriate zoning will be in place at award (July 25, 2019).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
Census Tract Map
Reserve at New York
6011 New York Avenue
Arlington, Texas
Community Assets Map
Reserve at New York
6011 New York Ave
Arlington, Texas

Property Crime: 18.66/1000
Associate's Degree: 32.79%

Park Hike/Bike Trails: Fish Creek Trail (0.33 mi)
Grocery: Kroger (0.93 mi)
Pharmacy: Walgreens (0.48 mi)
Health Care: Baylor Scott and White Emergency (1.23 mi)
Child Care: YMCA at Beckham Elementary (0.46 mi)

Property Crime: 18.66/1000
College: Tarrant County College Southeast (0.5 mi)
Associates Degree: 32.79%
Outdoor Rec: Fish Creek Park (0.43 mi)
Meals on Wheels: Meals on Wheels Tarrant County
This "Trail of Two Cities" provides Arlington and Grand Prairie access to 7 miles of continuous concrete trail, connecting at the Grand Prairie-Arlington city line underneath State Highway 360 near Green Oaks Boulevard. Marking the city line is a large metal medallion featuring both city logos embedded under a metal archway.
Public Park w/access to Hike and Bike Trail or Playground

Fish Creek Trailhead

Reserve at New York
Reserve at New York

Public Park w/access to Hike and Bike Trail or Playground

Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground

Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground
Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Fish Creek Trailhead

Public Park w/access to Hike and Bike Trail or Playground  Sidewalk Route
Creekside Plaza Kroger

Arlington, TX Grocery Store

2350 SE Green Oaks Blvd
Arlington, TX 76018

Shop This Store

Store Phone: (817) 419-0614
Store Hours:
Sun - Sat: 6:00 AM - Midnight

Pickup Available

Pharmacy Phone: (817) 419-0312
Pharmacy Hours:
Sun: 11:00 AM - 6:00 PM
Mon - Fri: 9:00 AM - 8:00 PM
Sat: 9:00 AM - 6:00 PM

* Normal Hours of operation. Please call store for changes.

Online Services:

Online Deli/Bakery Ordering
View Weekly Ad

Store Services:

Bakery
Beer
Books And Magazines
Check Cashing
Coin Star
Deli
Drug & General Merchandise
Floral
Grocery
Kosher Food
Meat Department

Money Services
Natural And Organics
Online Deli/Bakery Ordering
Pharmacy
Pickup
Red Box
Seafood Department
Self Checkout
Walk Up Pharmacy
Western Union
Wine
Happy New Year! Cheers to a fresh start.

**4.97 lb**

**With Card**

Beef Tri-Bone Steaks or Sirloin Steak Both in Super Value Pack

Cut FRESH every day!

**1.77 lb**

**With Card**

Fresh Heritage Farm Boneless Chicken Breasts

**39¢**

**With Card**

Medium Avocados

**4.77**

**With Card**

Coca-Cola or Pepsi

**99¢**

**With Card**

5 lb Russet Potatoes or 3 lb Yellow Onions

**88¢**

**With Card**

Kroger Milk

**1.99**

**With Card**

Kroger Deluxe Ice Cream 2 Lb Tub or Mountain Dew Kicker 12 or 16 Pack Cans

**18.77**

**With Card**

Bud Light or Coors Light

**BUY 5, SAVE $5**

**RAY IN THE savings!**

**6.99**

**With Card**

Large Cooked Shrimp 34-37 ct, Serve in a 2 lb Bag for $13.98

**TRY OUR Party Platters FOR APPETIZERS, BRUNCH AND MORE!**

**19.99**

**RING IN THE savings!**

**12.99**

**RING IN THE savings!**

**20% Sparkling Wine OFF**

**DECEMBER 28-31**

**CHEERS TO 2019**

**3 WAYS TO ORDER**

1. Your Order Online
2. 1-877-984-3707
3. See a Deli Associate.

**TOAST THE New Year!**
5600 NEW YORK AVE
Arlington, TX 76018
817-465-5048

Cross streets: Southwest corner of NEW YORK & GREEN OAKS

Store & Photo Hours
Sat Dec 29 8AM - 12AM
Sun Dec 30 8AM - 12AM
Mon Dec 31 8AM - 12AM
Open now

Pharmacy Hours
Sat Dec 29 9AM - 6PM
Sun Dec 30 10AM - 6PM
Mon Dec 31 9AM - 5PM (New Year's Eve Hours)
Open now

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

Meet your store pharmacy team
Christian A.
Pharmacy Manager | Years with Walgreens: 13
See all staff members at this location

Shop Services
Search products at this store
Search by keyword or item #

View Weekly Ad
Blue Rhino Propane Gas Exchange
FedEx pickup and drop-off
Liquor Department (Beer & Wine)
Western Union

Photo Services
Order Prints
Passport Photos
Photo Cards
Same Day Pickup
Saved Projects
Upload Photos
Your Photos
See more photo projects
Grand Prairie
3095 Kingswood Boulevard
Grand Prairie, TX 75052
972.854.0009

Check In Online
1:45 pm Today
CHECK IN NOW

Our Services

For a full list of the services offered at Baylor Scott & White Emergency Hospital – Grand Prairie, please visit our Services page:

- Emergency Care
- Inpatient Care
- Laboratory and Imaging
Operation Details
You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

Operation Number: 811968-809
Operation Type: Licensed Center
Program Provided: School Age Program
Operation/Caregiver Name: Beckham Elementary - YMCA of Arlington
Location Address: 1700 SOUTHEAST PKWY
             ARLINGTON, TX 76018
Mailing Address: 2200 S DAVIS DR
                  ARLINGTON, TX 76013
Phone Number: 817-989-9629
County: TARRANT
Website Address: amaymca.org
Email Address: vanessac@amaymca.org
Administrator/Director Name:
Type of Issuance: Full Permit
Issuance Date: 4/16/2002
Permit Renewal Due By Date: 4/16/2020
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:30 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 100
Licensed to Serve Ages: School
Total Capacity: 100
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Three Year Inspection Summary
THE 6011 NEW YORK AVE NEIGHBORHOOD CRIME

67 Vital Statistics. 0 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

55
(100 is safest)
Safer than 55% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES

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<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
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<tr>
<td>Number of Crimes</td>
<td>43</td>
<td>285</td>
<td>328</td>
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<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>2.82</td>
<td>21.47</td>
<td>18.68</td>
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NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

49
(100 is safest)
Safer than 49% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE

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<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
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<td>29</td>
<td>49</td>
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VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)

MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME

1 IN 355 in this Neighborhood
1 IN 192 in Arlington
1 IN 228 in Texas
### Public Community Colleges

#### Download the Excel Version

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
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<tbody>
<tr>
<td>Alamo Community College - Northeast Lakeview College&lt;br&gt;1201 Kitty Hawk Rd&lt;br&gt;Universal City, TX 78148</td>
<td>Veronica Garcia&lt;br&gt;President</td>
<td>(210) 486-0000</td>
</tr>
<tr>
<td>Alamo Community College - Northwest Vista College&lt;br&gt;5550 North Ellison Drive&lt;br&gt;San Antonio, TX 78251</td>
<td>Ria R. Baser&lt;br&gt;President</td>
<td>(210) 486-4900</td>
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<tr>
<td>Alamo Community College - Palmito College&lt;br&gt;1400 West Villaret Boulevard&lt;br&gt;San Antonio, TX 78224</td>
<td>Robert Garza&lt;br&gt;President</td>
<td>(210) 486-3800</td>
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<tr>
<td>Alamo Community College - San Antonio College&lt;br&gt;1300 San Pedro Avenue&lt;br&gt;San Antonio, TX 78212</td>
<td>Robert Vela&lt;br&gt;President</td>
<td>(210) 486-0959</td>
</tr>
<tr>
<td>Alamo Community College - St. Philip's College&lt;br&gt;1801 Martin Luther King Boulevard&lt;br&gt;San Antonio, TX 78203</td>
<td>Adele J. Isaksen&lt;br&gt;President</td>
<td>(210) 486-2900</td>
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<tr>
<td>Alamo Community College District&lt;br&gt;201 West Sheridan&lt;br&gt;San Antonio, TX 78204-1429</td>
<td>Bruce Leslie&lt;br&gt;Chancellor</td>
<td>(210) 486-0020</td>
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<tr>
<td>Alvin Community College&lt;br&gt;3110 Mustang Road&lt;br&gt;Alvin, TX 77511</td>
<td>Cristal Albrecht&lt;br&gt;President</td>
<td>(281) 756-3500</td>
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<tr>
<td>Amarillo College&lt;br&gt;P.O. Box 44&lt;br&gt;Amarillo, TX 79178</td>
<td>Russell Lowery-Hart&lt;br&gt;President</td>
<td>(806) 371-5000</td>
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<tr>
<td>Angelo State University&lt;br&gt;5500 South First&lt;br&gt;Abilene, TX 79690</td>
<td>Michael Simon&lt;br&gt;President</td>
<td>(915) 630-1300</td>
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<tr>
<td>Austin Community College&lt;br&gt;5600 Middle Fiskville Road&lt;br&gt;Austin, TX 78702</td>
<td>Richard Rhodes&lt;br&gt;President/CEO</td>
<td>(512) 223-7000</td>
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<tr>
<td>Borden County College&lt;br&gt;900 College Avenue&lt;br&gt;Brenham, TX 77833</td>
<td>Mary Harsley&lt;br&gt;Chancellor</td>
<td>(979) 830-4000</td>
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<tr>
<td>Brazosport College&lt;br&gt;600 College Drive&lt;br&gt;Lake Jackson, TX 77566</td>
<td>Millicent Valrie&lt;br&gt;President</td>
<td>(979) 230-3000</td>
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<tr>
<td>Central Texas College&lt;br&gt;6200 West Central Texas Expwy&lt;br&gt;Killeen, TX 76549</td>
<td>Jim Yvonopoulus&lt;br&gt;Chancellor</td>
<td>(254) 526-7161</td>
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<tr>
<td>Cisco College&lt;br&gt;101 College Heights&lt;br&gt;Cisco, TX 76437</td>
<td>Thad Anglin&lt;br&gt;Chancellor</td>
<td>(254) 442-5000</td>
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<tr>
<td>Clarendon College&lt;br&gt;1122 College Drive&lt;br&gt;Clarendon, TX 79226</td>
<td>Robert Keith Ritz&lt;br&gt;President/CEO</td>
<td>(806) 874-3571</td>
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<tr>
<td>Coastal Bend College&lt;br&gt;3800 North Laredo&lt;br&gt;Buellton, TX 78102</td>
<td>Beatriz T. Espinoza&lt;br&gt;President</td>
<td>(361) 356-2638</td>
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<tr>
<td>College of the Mainland Community College District&lt;br&gt;1200 Amburn Road&lt;br&gt;Texas City, TX 77591</td>
<td>Warran Nichols&lt;br&gt;President</td>
<td>(409) 938-1211</td>
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<tr>
<td>Collin County Community College District&lt;br&gt;2630 East Spring Creek Parkway&lt;br&gt;Pleasant View, TX 75074</td>
<td>H. Nialt Wotton&lt;br&gt;President</td>
<td>(972) 758-3801</td>
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<tr>
<td>Dallas County Community College - Brookhaven College&lt;br&gt;5930 Valley View Lane&lt;br&gt;Farmers Branch&lt;br&gt;Dallas, TX 75244-4900</td>
<td>Thom Chaseney&lt;br&gt;President</td>
<td>(972) 860-4700</td>
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<tr>
<td>Dallas County Community College - Cedar Valley College&lt;br&gt;3030 North Dallas Avenue&lt;br&gt;Lancaster, TX 75134</td>
<td>Joe Seafoyle&lt;br&gt;President</td>
<td>(972) 860-0200</td>
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<tr>
<td>Dallas County Community College - Eastfield College&lt;br&gt;3737 Mooney Drive&lt;br&gt;Mesquite, TX 75150</td>
<td>Eddie Tealer&lt;br&gt;President</td>
<td>(972) 860-7001</td>
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<tr>
<td>Dallas County Community College - El Centro College&lt;br&gt;601 Main Street</td>
<td>Jose Adams</td>
<td>(214) 860-2000</td>
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<td>University or College</td>
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<tr>
<td>Midland College</td>
<td>Steve Thomas</td>
<td>(432) 865-4500</td>
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<tr>
<td>Navarro College</td>
<td>Kevin Fegan</td>
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<tr>
<td>North Central Texas College</td>
<td>Brent Wallace</td>
<td>(940) 660-7731</td>
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<tr>
<td>Northeast Texas Community College</td>
<td>Bradley W. Johnson</td>
<td>(903) 672-1911</td>
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<tr>
<td>Odessa College</td>
<td>Gregory Williams</td>
<td>(432) 335-8400</td>
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<tr>
<td>Panola College</td>
<td>Gregory Powell</td>
<td>(903) 693-2000</td>
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<tr>
<td>Paris Junior College</td>
<td>Pamela Anglin</td>
<td>(903) 765-7861</td>
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<tr>
<td>Ranger College</td>
<td>William Campion</td>
<td>(254) 847-3234</td>
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<tr>
<td>San Jacinto College Central Campus</td>
<td>Van Wigginton</td>
<td>(281) 476-1501</td>
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<tr>
<td>San Jacinto College North Campus</td>
<td>William Raffetto</td>
<td>(281) 468-4050</td>
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<tr>
<td>San Jacinto College South Campus</td>
<td>Brenda Jones</td>
<td>(713) 484-1900</td>
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<tr>
<td>San Jacinto Community College</td>
<td>Brenda Helley</td>
<td>(281) 968-8100</td>
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<tr>
<td>South Plains College</td>
<td>Robin Satterwhite</td>
<td>(806) 894-8611</td>
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<tr>
<td>South Texas College</td>
<td>Shirley Reed</td>
<td>(956) 872-8311</td>
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<tr>
<td>Southwest Collegiate Institute for the Deaf</td>
<td>Cheryl T. Sparks</td>
<td>(915) 264-3700</td>
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<tr>
<td>Southwest Texas Junior College</td>
<td>Hector Gonzales</td>
<td>(830) 278-4401</td>
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<tr>
<td>Tarrant County College - Connect Campus</td>
<td>Carlos Morakis</td>
<td>(817) 515-1850</td>
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<tr>
<td>Tarrant County College - Northeast Campus</td>
<td>Allen Gibson</td>
<td>(817) 515-8223</td>
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<td>Tarrant County College - Northwest Campus</td>
<td>Zaina Blankenbaker</td>
<td>(817) 515-8223</td>
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<td>Peter Jordan</td>
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<td>Bill Coppola</td>
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<td>Tarrant County College - Trinity River Campus</td>
<td>S. Sean Madson</td>
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<tr>
<td>Tarrant County College District</td>
<td>Eugene Giovannini</td>
<td>(817) 515-8223</td>
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<tr>
<td>Temple College</td>
<td>Glenda O. Barron</td>
<td>(254) 286-8262</td>
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<td>Texarkana College</td>
<td>James Russell</td>
<td>(903) 838-4541</td>
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<tr>
<td>Texarkana Junior College</td>
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College Locator
Use the map below to locate a college near you. Enter your address below and click "Go!", or explore the map!

Your Location
Address: 
City: , TX
Zip Code: 

Legend

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<th>4-Year</th>
<th>2-Year</th>
<th>Health-Related</th>
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Tarrant CCD - Southeast Campus
Public Community Colleges
http://www.tccd.edu/campus/default.asp?menu=4
Apply Now!
Online Resume (Provided by TxHigherEdData.org)
SOUTHEAST CAMPUS

Southeast Campus is located in Arlington, the southeast corner of Tarrant County.

Campus Information
- Welcome from the President
- Campus Map
- Driving Directions
- Campus Administrators

Program Highlights
Our program highlights include:
- Culinary Arts
- Dietetics
- Drama/Theater
- Engineering
- Hospitality Management

Contact
2100 Southeast Pkwy
Arlington, TX 76018
817-515-8223

Updated: August 04, 2017
Tarrant County College | askTCC 817-515-8223

Home > Academics > Courses & Programs > Programs of Study > Engineering

ENGINEERING

Quick Facts
- Associate of Science: 2-year program (60 semester credit hours)
- Job opportunities: Careers
- Full program is offered at: Southeast Campus

Summary
Our program will help you develop creative thinking and understand how things work.

Engineering vs. Engineering Technology
What are the differences between Engineering and Engineering Technology?

Engineering: Innovation
- Apply scientific and technical knowledge to solve human problems, resulting in the design, production and operation of useful objects or processes
- Develop solutions for open-ended, complex and unique design problems
- Develop new methods of analysis

Engineering Technology: Implementation
- Gain knowledge of mathematics and natural sciences by higher education or experience
- Implement and extend existing technology for the benefit of humanity
- Apply current knowledge and practices to solve specific technical problems and standard design problems

Program Options

Degree
- Engineering, AS

Contact

Southeast Campus
Rachel Zhang, Ph.D., Professor & Engineering Program Coordinator
## Educational Attainment Data (§11.9(c)(5) of the 2019 Qualified Allocation Plan)

The educational attainment for the population 25 years and over data is from table S1501 2012 - 2016 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2019 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

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FISH CREEK NEIGHBORHOOD PARK

2121 Havenwood Drive, 76018

5:00 a.m. - 10:00 p.m.

Follow Fish Creek Neighborhood Park on

Residents in the surrounding neighborhood wanted a design that tied Bryant Elementary, Fish Creek Linear Park and the neighborhood together. PARD renovated and maintains the school's existing playground. In return, public use of the playground is allowed during non-school hours.

FEATURES / AMENITIES:

- 10 acres
- Basketball Court
- Bike / hike (.52 mi)
- Exercise stations
- Grill
- Monarch Butterfly Waystation
- Playground: 2-5 and 5-12
- Practice fields
- PAVILION 25' x 25'
- Picnic Tables (4)
- Seats 25

Read 7774 times

Last modified on Monday, 22 July 2013 13:36
Meals on Wheels of Tarrant County provides more than just a nutritious meal. While the Home-Delivered Meals program is at the heart of everything we do, we have established a number of ancillary programs to meet specific needs within the community. These programs address issues ranging from senior isolation to unsafe living conditions to a variety of nutrition programs that help our clients manage chronic health issues. Each client is assigned to a case manager who makes quarterly check-up visits to gauge the client's progress. As part of that discussion, the case manager will note specific needs and recommend the client to one of our ancillary programs if needed. Since Meals On Wheels works closely with a number of other charitable organizations, we can also make referrals to other resources within the community.

**Home-Delivered Meals**

Meals On Wheels of Tarrant County provides nutritionally-balanced, home-delivered noontime meals to the homebound, elderly and disabled citizens of Tarrant County. Meals are typically delivered between 10:30 a.m. and 12:30 p.m., Monday through Friday. Some clients need a greater level of care and qualify for breakfast and weekend meals in addition to our regular noontime meal. The meals are delivered to the client’s door by trained volunteers, who are often the only people our clients see on a daily basis. We prepare and deliver more than 3,700 nutritious meals each day right here in Tarrant County.

**Qualification Criteria:** Home-delivered meals are available to those who live in Tarrant County, Texas, who are homebound for any length of time, are physically or mentally unable to prepare nutritious meals for themselves, and have no one to help them on a regular basis. There are no age or income restrictions and no one is ever approved or denied services based on their ability to make a voluntary contribution toward the cost of the services that they receive.

- Current breakfast menu
- Current lunch menu
- Communities Served
Underserved Area Map

48439111547 has no HTC Developments

Reserve at New York
6011 New York Avenue
Arlington, Texas
Reserve at New York Census Tract Site Demo Search

Census Tract 48439111547 has not HTC developments
Site Info Form Part III
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.6546</td>
<td>5.856</td>
<td>na</td>
<td>5.856</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 boundary survey established the true acreage as 5.856. The variations from site control is based on appraisal district level information that is not as precise as survey level data.

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>Weldon L. Roper</td>
<td>Weldon L. Roper</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>35 Country Road 915</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Anna</td>
</tr>
<tr>
<td>TX</td>
</tr>
<tr>
<td>75409</td>
</tr>
<tr>
<td>1/1/2006</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain: na

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

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

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

<table>
<thead>
<tr>
<th>Name: Weldon L. Roper</th>
<th>Relationship: None</th>
</tr>
</thead>
</table>

Site Control is in the form of:

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

**Expiration of Contract or Option:** 3/12/2020  
**Anticipated Closing Date:** 2/1/2020

- [x] Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- [na] The Property has the following encumbrance(s):
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>
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<td>5.6546</td>
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</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 boundary survey established the true acreage as 5.856. The variations from site control is based on appraisal district level information that is not as precise as survey level data.

2. **Site Control [10 TAC §11.204(10)]**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weldon L. Roper</td>
<td>Weldon L. Roper</td>
<td>35 Country Road 915</td>
<td>Anna</td>
<td>TX</td>
<td>75409</td>
<td>1/1/2006</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain: **na**

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weldon L. Roper</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

Site Control is in the form of:

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

<table>
<thead>
<tr>
<th>Expiration of Contract or Option</th>
<th>Anticipated Closing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/12/2020</td>
<td>2/1/2020</td>
</tr>
</tbody>
</table>

Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).

The Property has the following encumbrance(s):

- Natural gas easement on the east property line.
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

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

   - na Evidence of an easement, leasehold, or similar documented access; and
   - na 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:

   - New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.*

     *Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.

   - Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892).

   - Development is located in a Small Area Difficult Development Area (SADDA)

   - 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: ____________

2/27/2019
Site Info Part III – Supporting Documents
Site Control Documentation

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

Ingress/Egress and Easements

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

Increase in Eligible Basis (30% Boost)

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE AGREEMENT

This Assignment and Assumption of Purchase and Sale Agreement ("Assignment") is made and entered into this 15th day of February, 2019 by and between MVAH Holding LLC, a Georgia limited liability company ("Assignor"), and Reserve at New York LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

THAT, WHEREAS, Assignor and Weldon L. Roper ("Seller") entered into a certain Purchase and Sale Agreement for the purchase and sale of certain real property located in the City of Arlington, Tarrant County, Texas (the "Real Property") which Purchase and Sale Agreement was entered into effective on or about December 18, 2018 (as same may have been amended, restated or otherwise modified from time to time, hereinafter the "Purchase Agreement"); and

WHEREAS, the Assignor desires to assign all of its rights under the Purchase Agreement to Assignee and Assignee desires to assume all of Assignor's rights under the Purchase Agreement, and such Assignment is permitted pursuant to Section 13 of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby transfer, assign and convey to Assignee all of Assignor's right, title and interest in, to and under the Purchase Agreement for the purchase and sale of said Real Property, subject however, to all of the terms, conditions, reservations, and limitations set forth in the Purchase Agreement.

2. Assignor represents and warrants to Assignee that the copy of the Purchase Agreement attached hereto as Exhibit "A" is a true, correct and complete copy thereof, and Assignor's interest therein is not subject to any claim, charge or encumbrance.

3. Assignee, by accepting this Assignment and by execution hereof, hereby assumes, covenants, and agrees to perform all of the terms, covenants, and obligations required to be performed on the part of the Assignor therein.

4. All covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the Assignor and Assignee, and their respective heirs, legal representatives, successors, and assigns.

End of text – signature page follows
Signature page to Assignment and Assumption of Purchase and Sale Agreement

Executed as of this 15th day of February, 2019.

ASSIGNOR:

MVAH Holding LLC  
a Georgia limited liability company

By:  
Brian McGeady  
Its: Authorized Signer

ASSIGNEE:

Reserve at New York LLC  
a Texas limited liability company

By: MVAH Reserve at New York LLC  
an Ohio limited liability company  
Its: Managing Member

By:  
Brian McGeady  
Its: Authorized signer
SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is executed and effective this 27 day of February, 2019 and is by and between WELDON L. ROPER ("Seller"), and MV AH HOLDING LLC, a Georgia limited liability company, or its successors and assigns ("Purchaser").

WITNESSETH:

WHEREAS, on or about December 20, 2018, the Seller and Purchaser entered into a Purchase and Sale Agreement (the "Agreement") for the conveyance of real estate located in the City of Arlington, Texas (the "Property") being owned by the Seller; and

WHEREAS, on or about December 20, 2018, the Seller and Purchaser amended the Agreement pursuant to a First Amendment to Purchase and Sale Agreement; and

WHEREAS, the parties hereto agree to further modify and amend the Agreement pursuant to the terms of this Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the parties hereto do hereby agree as follows:

1. Exhibit A, Definitions, "Property" is hereby deleted in its entirety and replaced with the following:

"Property" means that approximately 5.638 acres of real property, net of any wetland or waterways, located at 6011 New York Avenue and 1904 E. Sublett Road, City of Arlington, Tarrant County, Texas known as Parcels No. 41216628, 0413688 and 40268632, and more particularly described in Exhibit B, together with all of Seller’s right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Inspection Period.

2. The final sentence of Paragraph 5.1.4 is hereby deleted in its entirety and replaced with the following: The Property shall not be located in a flood plain and the survey shall confirm that the Property totals 5.638 acres free of any easements or restrictions related to wetlands or waterways under the jurisdiction of the Army Corp. of Engineers, the State where the Property is located or any other governmental entity or agency.

3. Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the document attached hereto as Exhibit A.
4. All other terms and conditions of the Agreement are hereby ratified by the parties and shall remain in full force and effect.

5. This Second Amendment may be executed in multiple counterparts which, taken together, will constitute a single document.

IN WITNESS WHEREOF, each party hereto has caused this Second Amendment to be duly executed.

Seller:

[Signature]

WELDON ROPER

Purchaser:

MVAH HOLDING LLC,
a Georgia limited liability company

[Signature]

By: Brian McGeady
Print Name: Brian McGeady
Its: Authorized Signer
Exhibit A

Second Amendment to Purchase and Sale Agreement

Exhibit B

Abbreviated Legal Description of the Property

ROPER ADDITION Block A Lot 3
✓ 2.129
Account 41216628
Address: 6011 New York Avenue

ROUCHE, PETER SURVEY Abstract 1339 Tract 1A02
✓ 3.35 acres
Account 04136888
Address: 1904 E. Sublett

ROUCH, PETER SURVEY Abstract 1339 Tract 1B6C
✓ 0.1756 acres
Account 40268632
Address: 1904 E. Sublett

Second Amendment to PSA New York
Title company acknowledges receipt of the executed Second Amendment on this 11th day of February, 2019.

Title Company:    Chicago Title  
Coats Rose, PC, Fee office for Chicago Title

Address:  14755 Preston Road, Suite 600  
Dallas, Texas 75254

By:  

Jackye Mees, Escrow Officer  
jmees@coatsrose.com  
(972) 419-4760

Assigned GF# 8000551800107
FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is executed this 26th day of December, 2018, but to be effective as of December 20, 2018 and is by and between WELDON L. ROPER ("Seller"), and MVAH HOLDING LLC, a Georgia limited liability company, or its successors and assigns ("Purchaser").

WITNESSETH:

WHEREAS, on or about December 20, 2018, the Seller and Purchaser entered into a Purchase and Sale Agreement (the “Agreement”) for the conveyance of approximately 5.479 acres of land in two parcels (the “Property”) being owned by the Seller and more fully described in Exhibit “A” to this Amendment; and

WHEREAS, the parties hereto agree to modify and amend the Agreement pursuant to the terms of this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the parties hereto do hereby agree as follows:

ARTICLE 1

1. Mineral Rights. Notwithstanding anything to the contrary contained in the Agreement, Seller will retain all mineral interests, subject to a surface waiver to be contained in the Deed. Subsection 4.2.1 of the Agreement is hereby amended to read as follows:

4.2.1. A duly executed general warranty deed, transferring to Purchaser any and all of Seller’s right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all releases of dower, courtesy, homestead and/or other marital rights, if applicable, as required by state law; provided, however, that Seller will retain all mineral interests, subject to a surface waiver to be contained in the Deed.

2. Gas Pipeline Easement. Seller discloses the existence of a gas pipeline easement encumbering the Property, located 20 feet off the eastern boundary, along the road. The definition of "Encumbrance" shown on Exhibit A to the Agreement is hereby amended to read as follows:

"Encumbrance" means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever. Seller discloses the
existence of a gas pipeline easement encumbering the Property, located 20 feet off the eastern boundary, along the road.

3. All other terms and conditions of the Agreement are hereby ratified by the parties and shall remain in full force and effect.

4. This Amendment may be executed in multiple counterparts which, taken together, will constitute a single document.

IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed.

Seller:

[Signature]
WELDON ROPER

Purchaser:

MVAH HOLDING LLC,
a Georgia limited liability company

By: [Signature]
Print Name: Brian McGeady
Its: Authorized Signer
First Amendment to Purchase and Sale Agreement

Exhibit A

Abbreviated Legal Description of the Property

ROPER ADDITION Block A Lot 3
2.129
Account 41216628
Address: 6011 New York Avenue

ROUCHE, PETER SURVEY Abstract 1339 Tract 1A02
3.35 acres
Account 04136888
Address: 1904 E. Sublett
RECEIPT OF ESCROW AGENT

The undersigned hereby acknowledges: (i) receipt of this Purchase and Sale Agreement, executed on behalf of the Seller and the Purchaser, as of December 2018; and (ii) that the amount of $15,000.00 is currently held by Chicago Title Company as Deposit in connection with this proposed transaction.

CHICAGO TITLE COMPANY

By: [Signature]
Name: [Name]
Title: [Title]
Date: Dec. 24, 2018
Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is effective as of 12-18-2018, by MVAH Holding LLC, a Georgia limited liability company, or its successors and assigns (the "Purchaser") and Weldon L. Roper, (the "Seller").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. Definitions. Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

2. Property Description. On the Closing Date and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances, and provided that Seller will retain all mineral interests, subject to a surface waiver to be contained in the deed. If necessary, the exact legal description of the Property, in accordance with Section 5.1, shall be substituted for the legal description of the Property attached hereto as Exhibit B and attached to the Deed. Seller agrees that, if any portion of the total acreage of the Property cannot be used due to the existence of any Encumbrance, the legal description of the Property shall be adjusted and additional unencumbered acreage reasonably acceptable to both Purchaser and Seller shall be added so that Purchaser will be able to use the Property for the Purchaser's Intended Use.

3. Purchase Price; Deposit; Prorations.

3.1. Purchase Price. The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") is Six Hundred Thousand Dollars ($600,000.00).

3.2. Deposit. Within ten (10) days after the date of this Agreement, Purchaser shall deliver to Chicago Title, 14755 Preston Road, Suite 600, Dallas, TX 75254 Attn: Title Escrow Department, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of Fifteen Thousand Dollars ($15,000.00), to be held in an interest-bearing account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit shall be considered part of the Deposit, if any. The Purchaser desires to acquire this Property for the purpose of applying for and receiving an award of housing tax credits (either 9% or 4%, at Purchaser's option) for a project that will involve this Property (as more fully described in Section 5.1.9, below). Purchaser shall be entitled to terminate this agreement in accordance with Section 5.1.12 below and the Deposit shall be immediately returned to Purchaser. In the event of a Seller default the Deposit and any Extension Fee(s) shall be returned to Purchaser subject to Section 31 below. If Purchaser purchases the Property, the entirety of such Deposit shall be applied by the Title Company as a credit towards the Purchase Price. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement in violation of this Agreement, Seller shall be entitled to retain the Deposit and any paid Extension Fees as its sole and exclusive damages under this Agreement.

3.3. Prorations. The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit if so determined by Purchaser under Section 3.2 above, shall be delivered by Purchaser in accordance with Section 4.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.
4. Closing Date; Closing Deliveries; Costs and Expenses.

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, as determined by Purchaser in its sole and absolute discretion, by providing notice to Seller. Purchaser shall have the option to extend the Closing Date for two (2) successive periods of sixty (60) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Closing Date prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of Ten Thousand Dollars ($10,000.00) for each extension (each, a "Closing Extension Fee"), which Closing Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the Closing Extension Fee(s) shall be refunded to Purchaser.

4.2. Seller’s Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

4.2.1. A duly executed general warranty deed, transferring to Purchaser any and all of Seller’s right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto, and containing any and all releases of dower, courtesy, homestead and/or other marital rights, if applicable, as required by state law; provided, however, that Seller will retain all mineral interests, subject to a surface waiver to be contained in the Deed.

4.2.2. Closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A bill of sale, assignment of leases and such other documents as are necessary to convey to Purchaser all of Seller’s right, title and interest in and to the Property other than the real property, including, without limitation, the Tangible Personal Property, Reports, Leases and Licenses, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto.

4.2.4. An affidavit with respect to mechanics’ liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.5. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser, any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. Purchaser’s Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:
4.3.1. Closing Statement, executed by Purchaser.

4.3.2. Purchaser shall deliver the Purchase Price, as adjusted by this Agreement, to the Title Company, on or before the Closing Date.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys’ fees; (ii) one half of the Title Company’s closing and escrow fees; (iii) the Broker’s fees; and (iv) all costs and expenses of transferring and recording the deed of conveyance transferring fee simple title to the Property, subject only to the Permitted Encumbrances, including, but not limited to transfer fees, documentary stamp and/or conveyance taxes of transferring the Property. Purchaser shall pay for the following expenses relative to this transaction: (i) one half of the Title Company’s closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys’ fees; (iv) all of the premium cost of an owner’s policy of title insurance and endorsements; and (v) costs and expense of the Survey. Any additional costs or expenses shown on the Closing Statement shall be paid by the party who ordered such costs or expenses and shall be included on the Closing Statement, or else shall be split 50/50 between the Seller and the Purchaser.

5. Inspection Period; Seller’s Deliverables.

5.1. Inspection Period. Purchaser, at Purchaser sole cost and expense, shall have until 5:00 p.m. EST one hundred twenty days (120) from full execution of the Agreement or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser’s intended use, as determined by Purchaser, in Purchaser’s sole and absolute discretion, including but not limited to the following:

5.1.1. Zoning and Permits. Purchaser shall have confirmed that the Property is zoned to permit the construction of up to 130 multi-family rental housing units to accomplish the Purchaser’s intended use (the "Purchaser’s Intended Use"). If the Property must be rezoned for Purchaser's Intended Use, Seller agrees to cooperate with Purchaser in the rezoning process. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Purchaser, are necessary for Purchaser's Intended Use. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Purchaser in order to obtain the Permits.

5.1.2. Utilities. Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and normally charged in the locality in which the
Property is located. Such Utilities shall be available in a size and pressure appropriate for Purchaser’s Intended Use. Seller shall grant, or cause to be granted to Purchaser all necessary utility easements.

5.1.3. **Easements.** Purchaser shall have obtained at or prior to Closing all other easements or licenses deemed necessary by Purchaser upon terms and conditions acceptable to Purchaser. Seller agrees to reasonably cooperate with Purchaser in obtaining any such easements or licenses.

5.1.4. **Lot Split.** Purchaser may, at Purchaser’s sole cost and expense, complete any subdivision or lot split of Seller’s property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel. Purchaser may obtain, at Purchaser’s sole cost, a certified survey, bearing a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property, and not disclosing any condition rendering the Property unusable, in Purchaser’s sole judgment, for the intended purpose of Purchaser. The Property shall not be located in a flood plain and the survey shall confirm that the Property totals 5.47 acres free of any easements or restrictions related to wetlands or waterways under the jurisdiction of the Army Corp. of Engineers, the State where the Property is located or any other governmental entity or agency.

5.1.5. **Soil Tests.** Purchaser shall obtain, at Purchaser’s cost and expense, borings, percolation tests, toxic or hazardous substance tests and other tests (collectively, the "Soil Tests") showing that the Property is satisfactory, in Purchaser’s sole judgment, for building foundations and the construction, operation and financing of the improvements which Purchaser may wish to make. Seller hereby grants to Purchaser, its agents or contractors, the right to enter upon the Property to make the Soil Tests and surveys; provided, however, that the tests and survey shall be conducted so as not to damage Seller’s property.

5.1.6. **Title Insurance.** Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 6.1 of this Agreement.

5.1.7. **Environmental Phase I and Related Testing.** Purchaser, at Purchaser’s cost and expense, shall have obtained a current satisfactory Phase I Environmental Audit of the Property and any other environmental testing which Purchaser deems reasonably necessary to evaluate potential environmental risks related to the Property.

5.1.8. **Financial Feasibility.** Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser’s Intended Use is financially feasible.

5.1.9. **Receipt of LIHTC Allocation.** The Property shall have received an allocation of Section 42 Housing Tax Credits and/or Historic Tax Credits, if applicable, from the appropriate agency in an amount deemed sufficient by Purchaser, in its sole discretion.

5.1.10. **Financing.** Purchaser shall have obtained a binding commitment for debt and equity financing in amounts and on terms satisfactory to Purchaser in its sole and absolute discretion to use the Property in accordance with Purchaser’s Intended Use.

5.1.11. **Leases.** Purchaser shall have received and reviewed all Leases as well as a rent roll for the Property, including a list of all security deposits and any delinquencies which Leases and rent roll shall be acceptable to Purchaser in its sole discretion.
5.1.12. **Termination.** If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, or any extensions thereof as mutually agreed upon by Seller and Purchaser and the Title Company shall immediately return the Deposit to Purchaser, subject to Section 31 below. Any non-refundable Extension Fee(s) that have been paid to the Title Company shall be delivered to Seller. Neither party shall have any further rights or obligations to the other under this Agreement, subject to the conditions set forth in Section 3.2 and 5.2; or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

5.2. **Extension of Inspection Period.** Purchaser shall have the option to extend the Inspection Period for three (3) successive periods of sixty (60) days each provided Purchaser delivers to Seller a written notice of its exercise of the extension of the Inspection Period prior to the expiration of the Inspection Period, as extended, and deposits with the Title Insurance Company an extension fee in the amount of Five Thousand Dollars ($5,000.00) for each extension (each, an "Extension Fee"), which Extension Fee(s) shall become non-refundable but credited against the Purchase Price at Closing except in the event of a Seller default in which event the paid Extension Fee(s) shall be refunded to Purchaser.

5.3. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default after expiration of the Inspection Period, as extended. Seller agrees that the amount of the Deposit and any Extension Fee paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit and any paid Extension Fee(s) as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee(s) is a sufficient remedy for such Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit and any paid Extension Fee is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

5.4. **Seller's Deliverables.** Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all reports or information in Seller's possession affecting the Property. In addition and upon request by Purchaser, Seller shall within three (3) business days, shall deliver to Purchaser copies of any and all other due diligence items requested by Purchaser.

6. **Title Commitment; Survey.**

6.1. **Title Commitment.** Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for an TLTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an TLTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the
name of Seller, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of Purchaser’s objections prior to the expiration of the Inspection Period. Seller shall undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing, and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser’s sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser the Deposit and any Extension Fee(s), subject to Section 31 below. Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6.2. **Survey.** Prior to thirty (30) days before the expiration of the Inspection Period as same may be extended, Purchaser may cause to be delivered to Purchaser, a survey of the Property, at Purchaser’s cost and expense (the “Survey”).

7. **Representations by Seller.** As of the date of this Agreement and as of the Closing Date:

7.1. **Title to Property.** Seller represents that Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. The Property constitutes all of the Property necessary and sufficient to conduct the operations of the Property in accordance with Seller’s past practices. On the Closing Date the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser. No easements or other encumbrances affect the Property which would interfere, prevent or frustrate the use of the Property for Purchaser’s Intended Use. Notwithstanding the foregoing, Seller discloses the existence of a gas pipeline easement encumbering the Property, located 20 feet off the eastern boundary, along the road.

7.2. **Authority.** Seller represents that Seller has obtained or will obtain all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. **Enforceability.** Seller represents that this Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law). The execution and delivery of this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. **Transfer of Property; Compliance with Laws.** Seller represents that on the Closing Date, Seller will transfer the Property and possession of the Property to Purchaser. Seller represents that the Property is in good standing and in compliance with all applicable covenants, conditions, restrictions, easements, laws, regulations, rules affecting the Property and to which the Property is subject. Seller
represents that neither Seller nor the Property has received any notice of and there exist no known proceedings or investigations by any Governmental Authority against or affecting the Property.

7.5. **Continued Compliance with Laws.** The continued compliance with all legal requirements relating to the Property is not dependent on facilities located at any other property; and compliance by any other property with any legal requirements applicable to the other property is not dependent on the Property.

7.6. **Property Rights.** Seller represents that other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.7. **Litigation.** There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller. Seller is not contemplating the institution of insolvency proceedings.

7.8. **Eminent Domain.** Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property, including, but not limited to, any action that would compromise access to the Property due to changes in public roads or impact the availability of utilities to the Property. Seller has no knowledge of any pending moratorium or other action which would impact construction on the Property.

7.9. **Assessments/Tax Appeals.** Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property. Seller has not appealed the current tax valuation of the Property and has no knowledge of any existing or potential changes in the tax value of the Property.

7.10. **Environmental.** To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

7.11. **Zoning.** The Property is zoned for commercial use.

8. **Representations by Purchaser.** As of the date of this Agreement and as of the Closing Date:

8.1. **Authority and Organization.** Purchaser represents that it is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia, and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.
8.2. Enforceability. This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

8.3. No Conflict. The execution, delivery and performance of this Agreement by Purchaser will not breach any statute or regulation of any Governmental Authority, and will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any order, writ, injunction, decree, agreement or instrument to which Purchaser is a party.

9. Covenants of Seller. Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees that it:

9.1. Shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecation, pledge, or assignment of any of the Property or Seller's interest in the Property or any ownership interest in Seller.

9.2. Shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. May, solely in connection with and as a necessary step in permitting the contemplated transaction to qualify as an Internal Revenue Code Section 1031, Like-Kind Exchange, restructure the manner in which the Property is held, provided, however, such restructuring shall not occur without the prior written approval of Purchaser.

9.4. Not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

10. Indemnification. Each party to this Agreement shall indemnify and hold harmless and shall reimburse the other party to this Agreement and its respective officers, members, agents, and employees, for, any loss, liability, claim, damage, expense (including but not limited to, costs of investigation and defense and attorneys' fees), whether or not involving a third party claim, arising from or in connection with: (a) any material inaccuracy in any of such party's representations and warranties in this Agreement; or (b) any failure to perform or comply with any Agreement to be performed or complied with by it in this Agreement.

11. Remedies.

11.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any paid Extension Fee(s) shall be immediately delivered to Purchaser, subject to Section 31 below; (ii) Seller agrees to reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii)
Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement, then Seller may terminate this Agreement after the expiration of the Inspection Period and any extensions, and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit and any Extension Fee(s) paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit and paid Extension Fee(s) as its total damages and relief as Seller’s sole remedy hereunder.

12. Condemnation: Destruction. If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller’s notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished.

13. Assignment. Purchaser may assign its interest or rights or obligations in this Agreement to an affiliated entity of Purchaser, without the consent of Seller. Purchaser must obtain the consent of Seller to assign Purchaser’s interest or rights or obligations in this Agreement to any individual or entity which is not an affiliated entity of Purchaser. Seller may not assign its interest or rights or obligations in this Agreement without the consent of Purchaser.

14. Notices. Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. Notwithstanding the foregoing, notice pursuant to Paragraph 5.1.12 may be provided to Seller and its representative via email. For purposes of notice, the addresses of the parties shall be as follows:

Seller:

Weldon L. Roper
35 Country Road 915
Anna, Texas  75409-4419
Telephone:  817-477-1630
Email:  WELDON.ROPER@yahoo.com

with a copy to:

JP and Associates Realtors
701 Highlander Blvd., Suite 130
Arlington, TX  76015 Attention:
Carl Mincer Telephone:
817-366-0946 Email:
carl.mincer36@gmail.com

Purchaser:

MVAH Holding LLC
15. **Entire Agreement and Amendments.** This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein.

16. **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

17. **Successors and Assigns.** The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

18. **Time of Essence.** Time is of the essence of all provisions of this Agreement.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

20. **Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

22. **Captions and Headings.** The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

23. **Multiple Sellers.** If two or more persons constitute this Agreement each as a seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Agreement.

24. **Acceptance.** In the event this Agreement is not signed simultaneously by Purchaser and Seller, it shall be considered to be an offer made by the party first executing it.

25. **Interpretation, No Presumption; Survival.** This Agreement has undergone drafts with the negotiated suggestions of all parties and therefore, no presumption shall arise favoring any party by virtue of the authorship of this Agreement or any of its provisions. The parties hereto have been advised by their respective legal counsel regarding the form and substance of the provisions contained herein. The use of the word "including" in this Agreement means including, without limitation, the items following. All of the representations, warranties and covenants made in this Agreement shall survive the Closing.

26. **Date of Performance.** If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

27. **Pre-Closing Marketing.** Seller acknowledges that Purchaser will be applying for an award of Section 42 Housing Tax Credits, Senior Independent Living Tax Credits and/or Historic Tax Credits (the "Credits") to assist Purchaser in its purchase and/or operation of the Property. At such time as Purchaser may be awarded such Credits, Seller agrees that Purchaser may begin to promote and market the Property by reasonable means that do not unduly interfere with the Seller's operation or ownership of the Property, including the placement of signage upon the Property and the open marketing of the Property for Purchaser's Intended Use.

28. **Apportionments.** Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All
prorations shall be made on a 365 day calendar year basis and the actual number of days in the month of the Closing Date.

28.1. All income and expense, including but not limited to applicable prepaid expenses, rents, cash adjustments, and accrued liabilities, attributable to the ownership of the Property, measured and prorated between Seller and Purchaser on an accrual basis until the Closing Date will be for the account of the Seller and on or after the Closing Date are for the account of the Purchaser.

28.2. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which: (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due; or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

28.3. Seller is responsible for the payment of any and all agricultural tax recoupment charges and/or deferred real estate taxes for the Property.

28.4. Seller shall transfer to Purchaser any and all security deposits relating to any and all leases or other funds held in trust for tenants of the Property, if any.

29. Brokers. Except for JP and Associates (the "Seller’s Broker"), and Coldwell Banker Apex, Realtors (the "Purchaser’s Broker", Seller’s Broker and Purchaser’s Broker, are collectively, the "Broker"), the parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. Purchaser and Seller each covenant and agree to defend, indemnify and save the other harmless from any actions, damages, fees, real estate commissions, costs and/or expenses (including reasonable attorneys' fees) resulting from or claimed to be due on account of the purchase and sale of the Property due to the acts of the other party, except for claims arising from the Purchaser’s Broker or the Seller’s Broker. These reciprocal indemnities shall include the costs of discharging any lien and the cost of defending any litigation, including reasonable attorney’s fees (the party to be indemnified shall have the right to choose its own counsel).

30. Operations Pending Closing. Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this Agreement, substantially in its present condition and pursuant to Seller's normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire or other casualty and condemnation. In addition, Seller shall deliver to Purchaser a copy of any written notice of default delivered by Seller to any Tenant.

31. Independent Consideration. Notwithstanding anything hereinabove to the contrary, the parties acknowledge that the sum of One Hundred Dollars ($100.00) out of the Deposit shall be non-refundable to Purchaser in any event (including Seller’s default), and shall be released by the Title Company to the Seller as independent consideration for the execution of this Agreement, in the event this Agreement is terminated prior to Closing (the “Independent Consideration”).
Purchase and Sale Agreement

Signature Page

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

Seller:

[Signature]

Purchaser:

MVAH Holding LLC
a Georgia limited liability company

By: [Signature]
Print Name: Brian McGee
Its: Authorized Signer

[End of Signatures.]
Purchase and Sale Agreement

Exhibit A

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

"Appurtenances" mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenant to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

"Closing Date" means a date that is within thirty (30) days after the expiration of the Inspection Period, as extended pursuant to this Agreement, on which date transfer of title to the Property from Seller to Purchaser shall be accomplished.

7.1. "Encumbrance" means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever. Seller discloses the existence of a gas pipeline easement encumbering the Property, located 20 feet off the eastern boundary, along the road.

"Governmental Authority" or "Governmental Authorities" mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

"Improvements" mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property, if any.

"Leases" mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

"Licenses" mean all of the following owned by Seller, any and all licenses, permits, certificates, consents, registrations, certifications, approvals, operating rights, service contracts, intellectual property, waivers and other authorizations, whether issued or granted by any Governmental Authority or by any other Person, with respect to the Property.

"Permitted Encumbrance" means: (a) any mortgage or related security documents on the Property to be released on or before the Closing Date; (b) easements and restrictions of record which do not interfere in any material respect with the ownership of the Property for Purchaser's Intended Use and to which the Purchaser has not objected; (c) liens for real property taxes not yet due and payable; and (d) other exceptions approved in writing by Purchaser.
"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

"Property" means that certain 5.47 acres of real property, net of any wetlands or waterways, located at 6011 New York Avenue & 1904 E. Sublett Road, Arlington Tarrant County, Texas, known as parcels no. 41216628 and 0136888, respectively, and more particularly described in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller’s right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) any and all signage, identifying names and all marketing materials of or associated with the real property; (iii) any and all Licenses; (iv) any and all Records; (v) goodwill, trademarks, trade names, service marks, telephone and facsimile numbers regarding the foregoing real property; (vi) all such other tangible or intangible property used or useful in the ownership of the Property; and (vii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property, including any existing lease and any and all service contracts relating to third party service providers of the foregoing real property, as determined by Purchaser during the Inspection Period.

"Records" mean any and all books, lists, leases, documents, manuals, marketing information, databases, and specifications, architectural renderings, warranties, surveys, blue prints, floor plans, mylars, forms and records used in connection with the Property and/or any Improvements on the Property.

"Tangible Personal Property" means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

"Tax Credit Funding" means the sale of housing tax credits to a tax credit investor as evidenced by the tax credit investor’s entry into an amended and restated agreement of limited partnership.
**Purchase and Sale Agreement**

**Exhibit B**

**Abbreviated Legal Description of the Property**

ROPER ADDITION Block A Lot 3  
2.129  
Account 41216628  
Address: 6011 New York Avenue

ROUCHE, PETER SURVEY Abstract 1339 Tract 1A02  
3.35 acres  
Account 04136888  
Address: 1904 E. Sublett Road
RECEIPT OF EARNEST MONEY - GF# 8000551800107

MVAH & Weldon L. Roper

5.47 +/- Acres Arlington, Tarrant County, Texas

The undersigned hereby acknowledges: the amount of $15,000.00 is currently held by Chicago Title Company as Deposit in connection with this proposed transaction.

CHICAGO TITLE COMPANY

By: [Signature]
Name: Jack Hiles
Title: [Title]
Date: Dec. 24, 2008
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Chicago Title Insurance Company  

Commitment Number: 8000551800107

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

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

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

Issued By:  
Chicago Title of Texas, LLC

Chicago Title Insurance Company  
By:  
President

Attest:  
Secretary

CONDITIONS AND STIPULATIONS

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

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

Effective Date: February 4, 2019 at 8:00 AM  
Commitment No.: 8000551800107

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: $600,000.00  
      PROPOSED INSURED: Reserve at New York LLC, a Texas limited liability company
   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: TBD  
      PROPOSED INSURED:  
      Proposed Borrower: MVAH Holding LLC  
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)  
      Policy Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)  
      Policy Amount:  
      PROPOSED INSURED:  
      Proposed Borrower:  
   f. OTHER  
      Policy Amount:  
      PROPOSED INSURED:  

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

3. Record title to the land on the Effective Date appears to be vested in:  
   Weldon L. Roper a/k/a Weldon Leon Roper
4. Legal description of land:

TRACT 1:

Lot 3, Block A, Roper Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the Combination Plat thereof recorded in Cabinet A, Slide 11568, Plat Records, Tarrant County, Texas.

TRACT 2:

Property situated in Tarrant County, Texas, out of the P. Rouche Survey, Abstract No. 1339, and being a tract of land conveyed to Edna Bell Millican by Deed recorded in Volume 4395, Page 511, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

Beginning at a point for corner in the center of Arlington-Webb-Britton Road, said point being the East line of said P. Rouche Survey, S 00 degrees 02 minutes West, a distance of 520 feet from its Northeast corner;

Thence S 00 degrees 02 minutes West, along the center of Arlington-Webb-Britton Road, a distance of 330 feet to a point for corner;

Thence S 89 degrees 53 minutes West, passing an iron rod in the West line of Arlington-Webb-Britton Road at 26.27 feet and continuing in all, a distance of 467 feet to an iron rod for corner;

Thence N 00 degrees 20 minutes West, a distance of 330 feet to an iron rod for corner;

Thence N 89 degrees 53 minutes East, a distance of 469 feet to the Place of Beginning and containing 3.545 acres of land, of which 0.20 acres lies in the right-of-way of Arlington-Webb-Britton Road.

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

TRACT 3:

BEING all a portion of all that certain 16.619 acre tract of land out of the P. Rouche Survey, Abstract 1339, in the City of Arlington, Tarrant County, Texas, according to the deed thereof recorded in Volume 9663, Page 319 of the Deed Records of Tarrant County, Texas; said portion being more particularly described by metes and bounds, as follows:

COMMENCING at the northeast corner of said 16.619 acre tract; said corner lying in the north line of said P. Rouche Survey, by deed, 852.93 feet from its northwest corner; said corner also being in the centerline of Harwood Road; THENCE S 00° 20' 02" W, with the east line of said 16.619 acre tract, a distance of 518.60 feet, to a found iron rod, the PLACE OF BEGINNING; said iron rod also being the northwest corner of Tract 1A2, said P. Rouche Survey, according to the deed thereof recorded in Volume 7905, Page 1405 of the Deed Records of Tarrant County, Texas;

THENCE S 00° 03' 08" E, with the east line of said 16.619 acre tract, and west line of said Tract 1A2, a distance of 330.70 feet, to an iron rod found for the southwest corner of said Tract 1A2;

THENCE S 00° 04' 24" E, with the east line of said 16.619 acre tract, a distance of 98.31 feet, to a 5/8" iron rod for the proposed east right-of-way line of New York Avenue;

THENCE Northwesterly, with said proposed right-of-way line, along a curve to the right, having a radius of
760.00 feet, a central angle of 01° 58’ 46” and a chord bearing of N 05° 57’ 03” W, for an arc distance of 26.26 feet, to a 5/8” iron rod for the end of said curve;

THENCE N 04° 57’ 39” W, with the proposed east right-of-way line of New York Avenue, a distance of 404.62 feet, to a 5/8” iron rod for corner;

THENCE S 89° 40’ 12” E, departing said proposed right-of-way line, a distance of 37.29 feet, to the PLACE OF BEGINNING, and containing **0.1856 acres of land, more or less.**

**SAVE & EXCEPT:**

Being all of that tract of land in the City of Arlington, Tarrant County, Texas, out of the P. Rouche Survey, Abstract 1339 and being part of that called 0.1856 acres of land described in a deed to Weldon Roper as recorded in Volume 16502, Page 394 of the Deed Records of Tarrant County, Texas; said portion being more particularly described, as follows:

BEGINNING at a 5/8 inch steel rod found capped “Arlington ROW” in the East line of New York Avenue at the south corner of said 0.1856 acres and in the west line of that called 6.137 acres of land described in a deed to L. E. Gilbert as recorded in Volume 10139, Page 896 of the Deed Records of Tarrant County, Texas;

THENCE Northwesterly, 26.26 feet along said line of New York Avenue and a curve to the right having a radius 760.00 feet and a central angle 01 degrees 58 minutes 47 seconds (Chord bears North 06 degrees 19 minutes 09 seconds West, 26.26 feet) to a 5/8 inch steel rod set capped “Boundary Solutions” at point of tangent;

THENCE North 05 degrees 19 minutes 45 seconds West, 72.24 feet along said line of New York Avenue to a 1/2 inch steel rod found capped “Precise” in the west line of said 0.1856 acres;

THENCE North 85 degrees 58 minutes 23 seconds East, 8.75 feet to a 5/8 inch steel rod set capped “Boundary Solutions” in the east line of said 0.1856 acres, at the northwest corner of said 6.137 acres and the southwest corner of that called 3.545 acres of land described in a deed to Weldon Roper and wife, Sandra R. Roper as recorded in Volume 7905, Page 1405 of the Deed Records of Tarrant County, Texas;

THENCE South 00 degrees 30 minutes 32 seconds East, 98.64 feet along the east line of said 0.1856 acres and the west line of said 6.137 acres to the POINT OF BEGINNING, containing **0.010 acres of land.**

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

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

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

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

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

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

5. Standby fees, taxes and assessments by any taxing authority for the year 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 years. (If Texas Short Form Residential Mortgagee Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2019 and subsequent years.")

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

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

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

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

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

   a. Rights of parties in possession.

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

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

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

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

   d. Intentionally Deleted.

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

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

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

      Granted to: Texas Electric Service Company
      Purpose: As provided in said document
      Recording Date: December 28, 1936
      Recording No: Volume 1328, Page 132, Real Property Records, Tarrant County, Texas

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

      Granted to: Texas Electric Service Company
      Purpose: As provided in said document
      Recording Date: May 2, 1941
      Recording No: Volume 1460, Page 120, Real Property Records, Tarrant County, Texas

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

      Granted to: Tarrant County
      Purpose: As provided in said document
      Recording Date: January 11, 1949
      Recording No: Volume 2058, Page 311, Real Property Records, Tarrant County, Texas
SCHEDULE B
EXCEPTIONS FROM COVERAGE

(continued)

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

  Granted to:   Tarrant County
  Purpose:     As provided in said document
  Recording Date:   January 11, 1949
  Recording No: Volume 2058, Page 312, Real Property Records, Tarrant County, Texas

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

  Granted to:     Enserch Corporation
  Purpose:     As provided in said document
  Recording Date:   October 23, 1985
  Recording No: Volume 8349, Page 629, Real Property Records, Tarrant County, Texas

l. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 4, 1957, by and between J. H. Bloomer et ux, Mammie Bloomer, as Lessor, and S. A. Cochran, as Lessee, recorded March 29, 1957 at Volume 3096, Page 524 of the Official Records of Tarrant County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

m. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated January 16, 2008, by and between Weldon L. Roper, as Lessor, and Paloma Barnett, LLC, as Lessee, recorded March 4, 2008 under Clerk's File No. D208076837 and re-recorded under Clerk's File No. D208140562 of the Official Records of Tarrant County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

  As affected by Assignment, Bill of Sale and Conveyance, filed of record May 6, 2008 and recorded under Clerk's File No. D208166272, Real Property Records, Tarrant County, Texas.

  As affected by Amendment and Ratification of Oil and Gas Lease, filed of record July 31, 2014 and recorded under Clerk's File No. D214164775, Real Property Records, Tarrant County, Texas.

n. Matters contained in that certain document

  Entitled: Easement and Right of Way Easement
  Dated: February 24, 2009
  Executed by: Weldon L. Roper and Texas Midstream Gas Services, L.L.C., an Oklahoma limited liability company
  Recording Date: March 18, 2009
  Recording No: under Clerk's File No. D209073247, Real Property Records, Tarrant County, Texas

  As affected by Conveyance, Assignment and Bill of Sale, filed of record August 6, 2013 and recorded under Clerk's File No. D213207072, Real Property Records, Tarrant County, Texas.

  Reference is hereby made to said document for full particulars.

o. Notice of Hearing

  Recording Date: December 19, 2011
  Recording No.: under Clerk's File No. D211305280, Real Property Records, Tarrant County, Texas
  Affects: Tract 2
Your Policy will not cover loss, costs, attorneys’ fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. Prior approval from Regional Underwriting must be obtained if the subject transaction involves the proposed issuance of (i) an Owner’s Policy to a person or entity who purchased the subject property at a foreclosure sale, or (ii) a Loan Policy insuring a lien granted by such person or entity on the subject property.

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

7. The Company must be furnished with a properly executed Affidavit of Debts and Liens from the owner(s).

8. A lien in favor of the City/Town of Arlington,

   For: Labor Lien for Cutting Grass and Weeds
   Name of Owner: Weldon L. Roper
   Amount: $364.66
   Recording Date: October 24, 2014
   Recording No: under Clerk’s File No. D214233316, Real Property Records, Tarrant County, Texas
   Affects: Tract 2

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

   Limited Liability Company: MVAH Holding LLC
   a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or
SCHEDULE C
(continued)

modifications thereto, certified by the appropriate manager or member.

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

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

d. Intentionally Deleted.

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

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

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

11. The following note is for informational purposes only:

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

None found of record.

The last Deed found of record affecting the Land was recorded September 12, 1988 at Volume 9376, Page 1763, Real Property Records, Tarrant County, Texas, wherein the grantee acquired the subject property.

Affects: Tract 1.

The last Deed found of record affecting the Land was recorded March 19, 2003 at Volume 16502, Page 394, Real Property Records, Tarrant County, Texas, wherein the grantee acquired the subject property.

Affects: Tract 1 and Tract 3.

The last Deed found of record affecting the Land was recorded July 30, 1984 at Volume 7905, Page 1405, Real Property Records, Tarrant County, Texas, wherein the grantee acquired the subject property.

Affects: Tract 2.

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

Name(s) furnished: MVAH Holding, LLC

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

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

13. Note –Important Notice

You have the right to have your funds deposited in an interest-bearing account.
SCHEDULE C
(continued)

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

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

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

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

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

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

16. The Company will require a land title survey. If the owner of the Land the subject of this transaction is in possession of a current land title survey, the Company will require that said survey be submitted for review and approval; otherwise, a new survey, satisfactory to the Company, must be prepared by a licensed land surveyor and supplied to the Company prior to the close of escrow.

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

Affects: Tract 3.
Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

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

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:
   - Chicago Title of Texas, LLC
     (a) A listing of each shareholder, owner, partner, or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
     - Owners: FNTS Holdings, LLC owns 100% of Alamo Title Holding Company, which owns 100% of Chicago Title of Texas, LLC
     (b) A listing of each shareholder, owner, partner, or other person having, owning or controlling 10 percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium.
     - Owners: FNTG Holdings, LLC owns 100% of FNTS Holdings, LLC
     (c) If the Agent is a corporation: (i) the name of each director of the Title Insurance Agent, and (ii) the names of the President, the Executive or Senior Vice-President, the Secretary and the Treasurer of the Title Insurance Agent.
     - Officers/Directors: Raymond Randall Quirk (President), Michael Louis Gravelle (Corporate Secretary), Joseph William Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)
     (d) The name of any person who is not a full-time employee of the Title Insurance Agent and who receives any portion of the title insurance premium for services performed on behalf of the Title Insurance Agent in connection with the issuance of a title insurance form; and, the amount of premium that any such person shall receive.
     (e) For purposes of this paragraph 2, "having, owning or controlling" includes the right to receipt of a percentage of net income, gross income, or cash flow of the Agent or entity in the percentage stated in subparagraphs (a) or (b).

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$3,645.00</td>
</tr>
<tr>
<td>Loan Policy</td>
<td>$100.00</td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$75.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,820.00</strong></td>
</tr>
</tbody>
</table>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 25% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Percent/Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>60%</td>
<td>Coats Rose P.C.</td>
<td>Closing The Transaction</td>
</tr>
</tbody>
</table>

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
LEGAL DESCRIPTION

Order No.: 8000551800107

TRACT 1:
Lot 3, Block A, Roper Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the Combination Plat thereof recorded in Cabinet A, Slide 11568, Plat Records, Tarrant County, Texas.

TRACT 2:
Property situated in Tarrant County, Texas, out of the P. Rouche Survey, Abstract No. 1339, and being a tract of land conveyed to Edna Bell Millican by Deed recorded in Volume 4395, Page 511, Deed Records, Tarrant County, Texas, and being more particularly described as follows:

Beginning at a point for corner in the center of Arlington-Webb-Britton Road, said point being the East line of said P. Rouche Survey, S 00 degrees 02 minutes West, a distance of 520 feet from its Northeast corner;

Thence S 00 degrees 02 minutes West, along the center of Arlington-Webb-Britton Road, a distance of 330 feet to a point for corner;

Thence S 89 degrees 53 minutes West, passing an iron rod in the West line of Arlington-Webb-Britton Road at 26.27 feet and continuing in all, a distance of 467 feet to an iron rod for corner;

Thence N 00 degrees 20 minutes West, a distance of 330 feet to an iron rod for corner;

Thence N 89 degrees 53 minutes East, a distance of 469 feet to the Place of Beginning and containing 3.545 acres of land, of which 0.20 acres lies in the right-of-way of Arlington-Webb-Britton Road.

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

TRACT 3:
BEING all a portion of all that certain 16.619 acre tract of land out of the P. Rouche Survey, Abstract 1339, in the City of Arlington, Tarrant County, Texas, according to the deed thereof recorded in Volume 9663, Page 319 of the Deed Records of Tarrant County, Texas; said portion being more particularly described by metes and bounds, as follows:

COMMENCING at the northeast corner of said 16.619 acre tract; said corner lying in the north line of said P. Rouche Survey, by deed, 852.93 feet from its northwest corner; said corner also being in the centerline of Harwood Road; THENCE S 00° 20’ 02” W, with the east line of said 16.619 acre tract, a distance of 518.60 feet, to a found iron rod, the PLACE OF BEGINNING; said iron rod also being the northwest corner of Tract 1A2, said P. Rouche Survey, according to the deed thereof recorded in Volume 7905, Page 1405 of the Deed Records of Tarrant County, Texas;
LEGAL DESCRIPTION
(continued)

THENCE S 00° 03' 08" E, with the east line of said 16.619 acre tract, and west line of said Tract 1A2, a distance of 330.70 feet, to an iron rod found for the southwest corner of said Tract 1A2;

THENCE S 00° 04' 24" E, with the east line of said 16.619 acre tract, a distance of 98.31 feet, to a 5/8" iron rod for the proposed east right-of-way line of New York Avenue;

THENCE Northwesterly, with said proposed right-of-way line, along a curve to the right, having a radius of 760.00 feet, a central angle of 01° 58' 47" and a chord bearing of N 05° 57' 03" W, for an arc distance of 26.26 feet, to a 5/8" iron rod for the end of said curve;

THENCE N 04° 57' 39" W, with the proposed east right-of-way line of New York Avenue, a distance of 404.62 feet, to a 5/8" iron rod for corner;

THENCE S 89° 40' 12" E, departing said proposed right-of-way line, a distance of 37.29 feet, to the PLACE OF BEGINNING, and containing 0.1856 acres of land, more or less.

SAVE & EXCEPT:

Being all of that tract of land in the City of Arlington, Tarrant County, Texas, out of the P. Rouche Survey, Abstract 1339 and being part of that called 0.1856 acres of land described in a deed to Weldon Roper as recorded in Volume 16502, Page 394 of the Deed Records of Tarrant County, Texas; said portion being more particularly described, as follows:

BEGINNING at a 5/8 inch steel rod found capped “Arlington ROW” in the East line of New York Avenue at the south corner of said 0.1856 acres and in the west line of that called 6.137 acres of land described in a deed to L. E. Gilbert as recorded in Volume 10139, Page 896 of the Deed Records of Tarrant County, Texas;

THENCE Northwesterly, 26.26 feet along said line of New York Avenue and a curve to the right having a radius 760.00 feet and a central angle 01 degrees 58 minutes 47 seconds (Chord bears North 06 degrees 19 minutes 09 seconds West, 26.26 feet) to a 5/8 inch steel rod set capped “Boundary Solutions” at point of tangent;

THENCE North 05 degrees 19 minutes 45 seconds West, 72.24 feet along said line of New York Avenue to a 1/2 inch steel rod found capped “Precise” in the west line of said 0.1856 acres;

THENCE North 85 degrees 58 minutes 23 seconds East, 8.75 feet to a 5/8 inch steel rod set capped “Boundary Solutions” in the east line of said 0.1856 acres, at the northwest corner of said 6.137 acres and the southwest corner of that called 3.545 acres of land described in a deed to Weldon Roper and wife, Sandra R. Roper as recorded in Volume 7905, Page 1405 of the Deed Records of Tarrant County, Texas;

THENCE South 00 degrees 30 minutes 32 seconds East, 98.64 feet along the east line of said 0.1856 acres and the west line of said 6.137 acres to the POINT OF BEGINNING, containing 0.010 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
This is to give you notice that Chicago Title of Texas, LLC, a subsidiary of Fidelity National Financial, Inc. has a business relationship with the settlement service providers listed below to which you have been referred. Each of the companies listed below is One-Hundred Percent (100%) owned directly or indirectly by Fidelity National Financial, Inc. Because of this relationship, this referral may provide Chicago Title of Texas, LLC with a financial or other benefit.

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

<table>
<thead>
<tr>
<th>Settlement Service Provider:</th>
<th>Type of Settlement Provided:</th>
<th>Range of Charges:</th>
</tr>
</thead>
<tbody>
<tr>
<td>National TaxNet</td>
<td>Tax Information</td>
<td>$22.50 to $80 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

**Acknowledgment**

I/We have read this disclosure form and understand that Chicago Title of Texas, LLC is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as the result of this referral.
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 this Policy, nor the optional endorsements, insure that the purchaser has title to the mineral rights related to the surface estate. Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

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

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

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

---CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.
You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

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

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

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

The arbitration provision in the Policy is as follows:

“Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitable 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 arbitable 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 arbitable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.”

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

**Types of Information Collected**

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

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

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

**How Personal Information is Collected**

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

**How Browsing Information is Collected**

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

**Other Online Specifics**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
SADDA Map
The Reserve at New York
6011 New York Avenue
Arlington, Texas
Multiple Site Information Form
Not Applicable
Elected Officials
** Elected officials were identified in the Pre-Application, and there have been no changes.
(If box above is checked, the rest of the form may be left BLANK.)

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

** No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th><strong>US Representative</strong></th>
<th>District</th>
</tr>
</thead>
</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.

<table>
<thead>
<tr>
<th>State Senator</th>
<th>District</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Representative</td>
<td>District</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Support Letter</th>
<th>Support Letter</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City Mayor</th>
<th>County Judge</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>School Superintendent</th>
<th>District Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
<td>Zip</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Presiding officer of Board of Trustees</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
</table>

1/27/2019
Neighborhood Organizations
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

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

No Pre-Application was submitted.

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

<table>
<thead>
<tr>
<th>#</th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
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<td></td>
<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
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<td></td>
<td>Zip</td>
<td>Phone</td>
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<td></td>
<td></td>
<td>Fax or Email</td>
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<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td>Phone</td>
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<td></td>
<td></td>
<td>Fax or Email</td>
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<tr>
<td>4</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
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<td></td>
<td>Zip</td>
<td>Phone</td>
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<td>Fax or Email</td>
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<tr>
<td>5</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
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<td></td>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

Notifications made at Application:

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

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

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

Part 2. Notifications - Form and Content:

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

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

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

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

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

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

Part 3. Neighborhood Organizations (competitive HTC only):

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

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

**Part 4. Certification**

By: _______________  
Signature of Applicant/Development Owner  
February 28, 2019  
Date

Brian McGeady  
Printed Name

Ohio  
03-18-2023  
Notary Public, State of  
My Commission expires

Butler  
County of

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be 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 28th day of February, 2019

Notary Public Signature

1/30/2019
Development Narrative
Development Narrative

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

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

   If Reconstruction, Units Demolished
   Units Reconstructed

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

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

   **General**

   If Elderly is selected (10 TAC §11.1(d)(47)):
   - na Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
   - na Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

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

3. **Staff Determinations regarding definitions of development activity obtained?**

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

4. **Narrative**

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

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

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

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

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

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

   Reserve at New York (the "Development") will be a new construction family development located at 6011 New York Avenue (the southeast corner of Sublett Road and New York Avenue) in Arlington, Tarrant County, Texas. The Development will be comprised of 9 2-story buildings and 1 1-story building consisting of 84 units, all of which will be designated low income units. The project is a new development of Townhome Style Patio product that will fit in with the existing uses of the neighborhood. Additionally, this development has the following unique features: incorporation of a ride-share lane / turnaround specifically targeted for use of Uber, Lyft, and other rider-sharing services (including food delivery services such as Doordash, UberEats, and Grubhub). Creation of an “Education Center” space in the clubhouse that will be utilized for educational programming above and beyond the typical services required by TDHCA for all affordable housing developments. Specific educational programming being contemplated are English as Second Language (ESL), Credit Literacy, Job Training, and other targeted programs for our population.

If a revised form is submitted, date of submission: 

2/27/2019
5. **Funding Request:**

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

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

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

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

Set-Asides cannot 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></td>
</tr>
<tr>
<td>Nonprofit</td>
<td></td>
</tr>
<tr>
<td>USDA</td>
<td></td>
</tr>
<tr>
<td>CHDO</td>
<td></td>
</tr>
<tr>
<td>SH/HR</td>
<td></td>
</tr>
<tr>
<td>Preservation</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Has this site/activity previously applied for TDHCA funds? [No]  
Has this site/activity previously received TDHCA funds? [No]  
If "Yes" Enter Project Number: [ ] and TDHCA funding source: [ ]

Has this site/activity previously received non-TDHCA federal funding? [No]  
If yes, source: [ ]

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

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

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

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

If a revised form is submitted, date of submission: [2/27/2019]
Development Activities
Development Activities I

1. **Common Amenities (ALL Multifamily Applications) [10 TAC §11.101(b)(5)]**
   - # of Units must qualify for 10 Points
   - Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**
   - **A. Unit Sizes**
     - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:
     - | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
     - | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |
     - OR:
     - Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.
   - **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**
     - Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
     - Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).
     - **Rehabilitation Developments and Supportive Housing Developments will start with a base score of five (5) points.**

3. **Resident Supportive Services (For Competitive HTC Applications and Direct Loan Applications seeking to qualify for points under 10 TAC §13.6, see Tab 19 for Tenant Services scoring elections)**
   - Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).
   - Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

4. **Development Accessibility Requirements (ALL Multifamily Applications) [10 TAC §1.207]; [10 TAC §11.101(b)(8)]**
   - Development will meet all specifications and accessibility requirements reflected in the Certification of Development Owner form pursuant to 10 TAC §11.101(b)(8).
   - All Units 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 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).

2/26/2019
Development Activities Continued
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; OR meets the minimum size requirements below:
     - Bedroom Size: 0, 1, 2, 3, 4
     - Square Footage: 550, 650, 850, 1,050, 1,250
   - Points claimed: 6
   - 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 15 percent of all low-income Units at 50% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% Direct Loan Points: 0
   - At least 5 percent of all low-income Units at 30% or less of AMGI* Direct Loan Points: 0
   - In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.
   - * Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will not appear on the Self Score tab.

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

   - Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.
     - 44 Total Number of Units at 50% or less of AMGI
     - 9 Number of 30% Units used to score points under §11.9(c)(2)*
     - 0 Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
     - 35 Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
     - 41.67% Percentage used for calculation of eligible points under §11.9(c)(1)
     - Points claimed: 16
   - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or Development proposed in all other areas.
   - * Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.
   - OR Application proposes to use the Average income election under §42(g)(1)(C) of the Code, and
   - Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA
     - The Average Income for the proposed Development will be 54% or lower (16 points).
     - The Average Income for the proposed Development will be 55% or lower (14 points).
     - The Average Income for the proposed Development will be 56% or lower (12 points).
   - OR Development proposed in all other areas.
     - The Average Income for the proposed Development will be 55% or lower (16 points).
     - The Average Income for the proposed Development will be 56% or lower (14 points).
     - The Average Income for the proposed Development will be 57% or lower (12 points).
   - Points claimed: 16

**Application is seeking points for Income Levels of Residents.** Points Claimed: 16

2/26/2019
4. **Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark only one box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.  
- 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  
- 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  
- At least 5% of all low-income Units at 30% or less of AMGI

**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  
- All other Developments.  
- 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

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

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

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

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

- Existing Development Name: Reserve at Engel Road  
- TDHCA #: 15303  
- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.

OR

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

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

- The packet must be uploaded along with but separate from the Application.

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

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

OR

**0**

2/26/2019
The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

Other disqualifying factor (please explain)

Points Claimed: 2

Development is requesting Pre-Application Points.

Development will maintain a 35 year Affordability Period.

Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.
Section 811 Project Rental Assistance Program “PRA” Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Property Condition Standards Certification**

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

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

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

**Lead Based Paint**

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

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

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

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

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

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

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

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

**Environmental**

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

**Energy and Water Conservation**

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

**Procurement of Recovered Materials**

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

**Housing Standards for Assisted Units**

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

**Eligibility and Threshold Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

Management Practices Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Brian McGeady  
Printed Name  
Authorized Signer  
Title  
02/11/19  
Date

The State of Texas  

Ohio  

COUNTY OF Butler  

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

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

(Seal)  

NOTARY SEAL

STATE OF OHIO

JUSTIN P. GREGORY  
Notary Public, State of Ohio  
My Commission Expires 03-18-2023

Page | 38  
December 17, 2018
Existing Development Information
Not Applicable
21 Occupied Developments
Not Applicable
22 Architectural Drawings
In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [V] Print As Image 300dpi > OK

- Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(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.
RESERVE AT NEW YORK, LLC
9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

MVH DEVELOPMENT LLC
9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

ARCHITECT OF RECORD:
BDCL ARCHITECTS, PC
9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

DRAWING INDEX:
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01 BUILDING DATA
02 BUILDING DATA
03 SITE PLAN
04 BUILDING 'A' FIRST AND SECOND FLOOR PLAN
05 BUILDING 'A1' FIRST AND SECOND FLOOR PLAN
06 BUILDING 'A2' FIRST AND SECOND FLOOR PLAN
07 BUILDING 'B' FIRST AND SECOND FLOOR PLAN
08 BUILDING 'C' FIRST AND SECOND FLOOR PLAN
09 BUILDING 'D' FIRST AND SECOND FLOOR PLAN
10 BUILDING 'E' FIRST AND SECOND FLOOR PLAN
11 BUILDING 'F' FIRST FLOOR PLAN
12 CLUBHOUSE FIRST FLOOR PLAN
13 1 BEDROOM TYPE 1A ACCESSIBLE - UNIT PLAN
14 1 BEDROOM TYPE 1B & 1C - UNIT PLAN
15 REFERENCE PLAN - UNIT PLAN
16 2 BEDROOM TYPE 2A ACCESSIBLE - UNIT PLAN
17 2 BEDROOM TYPE 2B & 2C - UNIT PLAN
18 2 BEDROOM VILLA TYPE 2A ACCESSIBLE - UNIT PLAN
19 2 BEDROOM VILLA TYPE 2B & 2C - UNIT PLAN
20 3 BEDROOM TYPE 3A ACCESSIBLE - UNIT PLAN
21 3 BEDROOM TYPE 3B & 3C - UNIT PLAN
22 BUILDING TYPE 'A' 'A1' & 'A2' ELEVATIONS
23 BUILDING TYPE 'B' ELEVATIONS
24 BUILDING TYPE 'C' ELEVATIONS
25 BUILDING TYPE 'D' ELEVATIONS
26 BUILDING TYPE 'E' ELEVATIONS
27 BUILDING TYPE 'F' ELEVATIONS
28 CLUBHOUSE EXTERIOR ELEVATIONS
April 30, 2019

Ms. Liz Cline  
Housing Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

Via: liz.cline@tdhca.state.tx.us

Re: Reserve at New York, Arlington, Application #19143

Dear Ms. Cline:

Please see the following responses and associated attachments regarding the deficiency for HTC application #19143 Reserve at New York dated April 25, 2019. The attachment includes documentation and evidence where applicable and is searchable using the attachment’s bookmarks.

1. **Site Information Form III:** The First Amendment to the Purchase and Sale Agreement states that the seller is disclosing the existence of a gas pipeline easement 20 feet off the eastern boundary that is “encumbering the Property”. Site Information Form III states there are no encumbrances. Please clarify.

   The gas easement is shown on the attached site plan and survey and tab 11 is revised and also attached.

2. **Site Plan:** The sheet labeled, “Building Data-01”, includes a 2 Bed/2 Bath unit type in the Building & Unit Count. This does not agree with the unit plans, Rent Schedule, and Building/Unit Configuration forms. Please clarify.

   Please see the revised Building Data-01 sheet, which shows the correct unit types that match the Rent Schedule and Building/Unit Configuration forms.

3. **Site Plan:** I don’t find a table showing the square footage of the Common Area space on a building by building basis. Please submit a table or clarify the location if I missed it.

   Pages 190 through 191 of the Full Application show the Common Area Space on a building by building basis. Common Area Space for Reserve at New York consists of patios, porches, and balconies, along with exterior resident storage and garages on some buildings. A breakdown of the Common Area Spaces in the Clubhouse building is located in the upper right hand corner of page 201 in the Full Application.

4. **Site Plan:** Clarify the location of the van accessible parking spaces.

   Please see the revised Site Plan indicating the location of the 2 van accessible surface parking spaces, 1 van accessible carport space, and 1 van accessible garage space.
## Building & Unit Count

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Amount Used</th>
<th>Unit Counts Per Each Building</th>
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<td>G - Clubhouse</td>
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<td>Total Units by Type</td>
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## Building 'A'/'A1'/'A2' Size

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<td>Second Floor</td>
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<tr>
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<td>Total Rentaible Area</td>
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## Building 'B' Size

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<td>Total Rentaible Area</td>
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MVVAH Partners

Reserve at New York

Arlington, Texas

Building Data - 01

02.27.19
## BUILDING & UNIT COUNT

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<th>AMOUNT USED</th>
<th>UNIT COUNTS PER EACH BUILDING</th>
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<td>1 BED / 1 BATH TYPE 1B</td>
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<td>TOTAL UNITS BY TYPE</td>
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<td>8</td>
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### BUILDING 'A'/'A1'/'A2' SIZE

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LOCAL PARKING REQUIREMENTS:

PARCING CALCULATIONS:
RESIDENTIAL: 2 SPACES PER UNIT FOR TOWNHOMES, 1 SPACE PER UNIT FOR GARAGE APARTMENT
CLUBHOUSE: 2.5 SPACES PER 1000 SF ~ 9 SPACES

TOTAL REQUIRED PARKING = 173 SPACES
TOTAL PROVIDED PARKING = 173 SPACES TOTAL INCLUDES 11 ACCESSIBLE PARKING SPACES
87 ARE SURFACE PARKING
82 ARE CARPORT PARKING
4 SPACES ARE WITHIN GARAGES

TOICA AMENITIES CONTAINED WITHIN THE CLUBHOUSE (BUILDING C):
1. FURNISHED COMMUNITY ROOM
2. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
3. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:
5. ONE CHILDREN’S PLAYSCAPE EQUIPPED FOR 5 TO 12 YEAR OLDS

SITE NOTES:
SITE ACREAGE IS 5.856 ACRES
SITE IS NOT LOCATED WITHIN A FLOODPLAIN
SITE IS NOT LOCATED WITHIN A WETLAND
SITE HAS NO KNOWN CEMENTS OR PIPELINE EASEMENTS
ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT
DE’ECTION IS NOT REQUIRED FOR THIS SITE PER AVAILABLE INFORMATION FROM CITY OF ARLINGTON
LOCAL PARKING REQUIREMENTS:

PARKING CALCULATIONS:
RESIDENTIAL: 2 SPACES PER UNIT FOR TOWNHOMES, 1 SPACE PER UNIT FOR GARAGE APARTMENT
CLUBHOUSE: 2.5 SPACES PER 1000 SF = 9 SPACES

TOTAL REQUIRED PARKING = 173 SPACES
TOTAL PROVIDED PARKING = 177 SPACES TOTAL (INCLUDES 11 ACCESSIBLE PARKING SPACES)
85 ARE SURFACE PARKING
82 ARE CARPORT PARKING
4 SPACES ARE WITHIN GARAGES

TDHCA AMENITIES CONTAINED WITHIN THE CLUBHOUSE (BUILDING C):
1. FURNISHED COMMUNITY ROOM
2. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
3. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:
4. SWIMMING POOL
5. ONE CHILDREN’S PLAYSCAPE EQUIPPED FOR 5 TO 12 YEAR OLDS

SITE NOTES:
SITE ACREAGE IS 5.856 ACRES
SITE IS NOT LOCATED WITHIN A FLOOD PLAIN
SITE IS NOT LOCATED WITHIN A WETLAND
SITE HAS A PIPELINE EASEMENT RUNNING NORTH TO SOUTH OF 20’ IN WIDTH ALONG THE EASTERN BOUNDARY
ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT
DETENTION IS NOT REQUIRED FOR THIS SITE PER AVAILABLE INFORMATION FROM CITY OF ARLINGTON
LOCAL PARKING REQUIREMENTS:

PARKING CALCULATIONS:
RESIDENTIAL: 2 SPACES PER UNIT FOR TOWNHOMES, 1 SPACE PER UNIT FOR GARAGE APARTMENT
CLUBHOUSE: 2.5 SPACES PER 1000 SF = 9 SPACES

TOTAL REQUIRED PARKING = 173 SPACES
TOTAL PROVIDED PARKING = 173 SPACES TOTAL (INCLUDES 11 ACCESSIBLE PARKING SPACES)
87 ARE SURFACE PARKING
82 ARE CARPORT PARKING
4 SPACES ARE WITHIN GARAGES

TDHCA AMENITIES CONTAINED WITHIN THE CLUBHOUSE (BUILDING C):
1. FURNISHED COMMUNITY ROOM
2. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
3. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:
4. SWIMMING POOL
5. ONE CHILDREN'S PLAYSCAPE EQUIPPED FOR 5 TO 12 YEAR OLDS

SITE NOTES:
SITE ACREAGE IS 5.856 ACRES
SITE IS NOT LOCATED WITHIN A FLOOD PLAIN
SITE IS NOT LOCATED WITHIN A WETLAND
SITE HAS A PIPELINE EASEMENT RUNNING NORTH TO SOUTH OF 20' IN WIDTH ALONG THE EASTERN BOUNDARY
ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT
DETECTION IS NOT REQUIRED FOR THIS SITE PER AVAILABLE INFORMATION FROM CITY OF ARLINGTON
2ND FLOOR GROSS FLOOR AREA: 5,203 SF
NET RENTABLE AREA: 5,031 SF
BALCONIES: 172 SF

1ST FLOOR GROSS FLOOR AREA: 6,172 SF
NET RENTABLE AREA: 5,142 SF
PATIOS: 562 SF
PORCH: 333 SF
EXTERIOR RESIDENT STORAGE: 135 SF
second floor plan

first floor plan

RESERVE AT NEW YORK
arlington, texas

building 'A1' first and second floor plans - 05

2ND FLOOR GROSS FLOOR AREA: 5,203 SF
NET RENTABLE AREA: 5,031 SF
BALCONIES: 172 SF

1ST FLOOR GROSS FLOOR AREA: 6,172 SF
NET RENTABLE AREA: 5,142 SF
PATIOS: 562 SF
PORCH: 333 SF
EXTERIOR RESIDENT STORAGE: 135 SF

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2ND FLOOR GROSS FLOOR AREA: 5,203 SF
NET RENTABLE AREA: 5,031 SF
BALKONIES: 172 SF

1ST FLOOR GROSS FLOOR AREA: 6,172 SF
NET RENTABLE AREA: 5,142 SF
PATIOS: 562 SF
PORCH: 333 SF
EXTERIOR RESIDENT STORAGE: 135 SF
TOTAL CONDITIONED FLOOR AREA: 2,975 SF
SPACES ACCESSIBLE TO TENANTS: 2,426 SF
SPACES RESTRICTED TO EMPLOYEES: 549 SF
TOTAL UNCONDITIONED FLOOR AREA: 1,008 SF
FRONT PORCH AREA: 532 SF
REAR PORCH AREA: 476 SF
TOTAL GROSS FLOOR AREA: 3,983 SF

first floor plan

RESERVE AT NEW YORK
arlington, texas

clubhouse floor plan - 12
02.27.19
1 BR / 1 BATH TYPE 1A
ACCESSIBLE UNIT
NET RENTABLE AREA: 817 SF
PORCH: 60 SF
PATIO: 80 SF

REFER TO 1 BEDROOM TYPE 1B / 1C FOR SIGHT & HEARING IMPAIRED UNITS.

first floor plan
first floor plan

RESERVE AT NEW YORK
arlington, texas

1 bedroom type 1B & 1C - unit plan - 14

© 2019 MVAAH Development LLC
1 BR / 1 BATH OPTION 1
TYPE 1B

NET RENTABLE AREA: 957 SF
PORCH: 24 SF
BALCONY: 86 SF

second floor plan
1 BR / 1 BATH TYPE 1A
ACCESSIBLE UNIT

NET RENTABLE AREA: 818 SF
PORCH: 60 SF
PATIO: 80 SF

REFER TO 1 BEDROOM TYPE 1B / 1C FOR SIGHT & HEARING IMPAIRED UNITS.
1 BR / 1 BATH TYPE 1B & 1C

NET RENTABLE AREA: 818 SF
PORCH: 80 SF
PATIO: 60 SF

THE 1 BEDROOM TYPE 1C SIGHT & HEARING IMPAIRED UNITS ARE SIMILAR TO THE 1 BEDROOM TYPE 1B UNIT SHOWN. ALL SIGHT & HEARING UNITS TO INCLUDE THE ELEMENTS PRESCRIBED IN ICC/ANSI A117.1-2009 SECTION 1006 "UNITS WITH ACCESSIBLE COMMUNICATION FEATURES."

RESERVE AT NEW YORK
arlington, texas

© 2019 MVAH Development LLC

1 bedroom type 1B & 1C - unit plan - 14
1 BR / 1 BATH OPTION 1
TYPE 1B

NET RENTABLE AREA: 958 SF
PORCH: 24 SF
BALCONY: 86 SF

second floor plan

3/16" = 1'-0"
RESERVE AT NEW YORK
arlington, texas

2 bedroom type 2A accessible - unit plan - 16

02.27.10

MVAAH Development LLC
2 BK / 1.5 BA TH VILLA
TYPE 1B & 1C

NET RENTABLE AREA: 1,033 SF

GARAGE: 293 SF
PORCH: 37 SF
PATIO: 96 SF

THE 2 BEDROOM TYPE 1C SIGHT & HEARING IMPAIRED UNITS ARE SIMILAR TO THE 1 BEDROOM TYPE 1B UNIT SHOWN. ALL SIGHT & HEARING UNITS TO INCLUDE THE FOLLOWING: FLUSH TRIM, RAISED OUTLETS, ARMCHAIR X 1, 20000 SECTION 1006 "UNITS WITH ACCESSIBLE COMMUNICATION FEATURES".

first floor plan

3/16" = 1'-0"
3 BR / 2 BATH TYPE 3A
ACCESSIBLE UNIT

NET RENTABLE AREA: 1,302 SF
RESIDENT STORAGE: 29 SF
PORCH: 33 SF
PATIO: 80 SF

first floor plan

RESERVE AT NEW YORK
arlington, texas

02.27.19

3 bedroom type 3A accessible - unit plan - 20
ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 50%
FIBER CEMENT HORIZONTAL/SHAKE SIDING: 50%

TRUSS BRNG HT
117'-9"
T.O. SECOND FLOOR
109'-7 7/8"
side elevation

FIBER CEMENT HORIZONTAL/SHAKE SIDING: 50%

side elevation

EXTERIOR FINISH LEGEND
HATCHING INDICATES NEW STONE VENEER (ST-1)
HATCHING INDICATES NEW VINYL SIDING (VS-1)
HATCHING INDICATES NEW VINYL SIDING (VS-2)
HATCHING INDICATES NEW 30YR DIMENSIONAL ASPHALT SHINGLE ROOFING (AS-1)

*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A POSITIVE SLOPE AWAY FROM THE BUILDING OR WILL BE Piped TO AN APPROPRIATE LOCATION.

EXTERIOR FINISH PERCENTAGES
TOTAL BUILDING MATERIAL COMPOSITION
BRICK VENEER: 31%
FIBER CEMENT HORIZONTAL/SHAKE SIDING: 69%

REAR ELEVATION
1/16" = 1'

FRONT ELEVATION
1/16" = 1'

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 38%
FIBER CEMENT HORIZONTAL/SHAKE SIDING: 62%

TRUSS BRNG HT
117'-9"
T.O. SECOND FLOOR
109'-7 7/8"
rear elevation

TRUSS BRNG HT
117'-9"
T.O. SECOND FLOOR
109'-7 7/8"
front elevation

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 50%
FIBER CEMENT HORIZONTAL/SHAKE SIDING: 50%

TRUSS BRNG HT
117'-9"
T.O. FIRST FLOOR
100'-0"

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 50%
FIBER CEMENT HORIZONTAL/SHAKE SIDING: 50%

TRUSS BRNG HT
117'-9"
T.O. SECOND FLOOR
109'-7 7/8"
side elevation

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 31%
FIBER CEMENT HORIZONTAL/SHAKE SIDING: 69%

TRUSS BRNG HT
117'-9"
T.O. FIRST FLOOR
100'-0"
side elevation

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 11%
FIBER CEMENT HORIZONTAL/SHAKE SIDING: 89%

TRUSS BRNG HT
117'-9"
T.O. SECOND FLOOR
109'-7 7/8"
side elevation

TRUSS BRNG HT
117'-9"
T.O. FIRST FLOOR
100'-0"
7. Elevations: Clarify whether both sides of building type "F" are similar or submit another elevation that depicts both sides.
Both sides of Building Type "F" are identical
Specifications and Building/Unit Type Configuration
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

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

#### Specifications and Amenities (check all that apply)
- [ ] Single Family Construction
- [ ] SRO
- [ ] Transitional (per §42(i)(3)(B))
- [ ] Duplex
- [ ] Scattered Site
- [ ] Fourplex
- [ ] > 4 Units Per Building
- [ ] Townhome

#### Development will have:
- [ ] Fire Sprinklers
- [ ] Elevators

#### Number of Elevators

#### Free Paid

#### # of Elevators

#### Wt. Capacity

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<th>Detached Garage Spaces</th>
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**Floor Composition/Wall Height:**
- [ ] % Carpet/Vinyl/Resilient Flooring
- [ ] Ceiling Height
- [ ] % Ceramic Tile
- [ ] Upper Floor(s) Ceiling Height (Townhome Only)
- [ ] % Other
  - [ ] Describe: Accessible units to have tile in lieu of resilient floor

### Unit Type Configuration

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<th># of Bedrooms</th>
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<th>Sq. Ft. Per Unit</th>
<th>Number of Stories</th>
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<th>Total # of Units</th>
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**Supportive Housing Applicants Only**

- [ ] Enter the total development common area from the architect’s plans:
- [ ] 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:

- [ ] 6,300

The lesser of these two numbers added to NRA:

- [ ] 93,858

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

**Net Rentable Square Footage from Rent Schedule**

- [ ] 93,858

If a revised form is submitted, date of submission: 2/28/2019
Accessible Mobility Units Calculation
Accessible Mobility Units Calculation

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

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>84</td>
<td>5%</td>
<td>4.2</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>1BR / 1 Bath</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>2BR / 1.5 Bath</td>
<td>24</td>
<td>5%</td>
<td>1.2</td>
<td>1.2</td>
<td>2</td>
</tr>
<tr>
<td>3BR / 2 Bath</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR / 1.5 Bath Villa</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>84</td>
<td>4.2</td>
</tr>
</tbody>
</table>

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

EXAMPLE:

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

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

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

By: [Signature]
Kirk Paisley
Printed Name
BDCL Architects, PC
Firm Name (If applicable)

Date: February 28, 2019

2/25/2019
Accessible Hearing/Visual Units Calculation
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>84</td>
<td>2%</td>
<td>1.68</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>1BR / 1 Bath</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR / 1.5 Bath</td>
<td>24</td>
<td>2%</td>
<td>0.48</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3BR / 2 Bath</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR / 1.5 Bath Villa</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>1.68</td>
<td>4</td>
<td>4</td>
<td></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>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></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
February 28, 2019
Date

Kirk Paisley
Printed Name
BDCL Architects, PC
Firm Name (If applicable)

2/25/2019
23c Accessible Parking Calculation
Accessible Parking Calculation

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

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


Accessible Parking for Facilities and Amenities

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

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Office / Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Playground</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Pool</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td>Dumpster Enclosure</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:</td>
<td>4</td>
</tr>
</tbody>
</table>
## Accessible Parking for Residential Units

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

**Enter the information indicated below.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development:</td>
<td>84</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>87</td>
</tr>
<tr>
<td>Total carports:</td>
<td>82</td>
</tr>
<tr>
<td>Total garages:</td>
<td>4</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>173</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>4</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>169</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>5</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>85</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>2</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<td>11</td>
</tr>
</tbody>
</table>

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

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

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 7

Minimum number of carports that must be APSs: 3

Number of garages that must be APSs: 1

### APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 2

Minimum number of surface parking spaces that must be van APSs: 2

Minimum number of carports that must be van APSs: 1

Minimum number of garages that must be van APSs: 1

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**

Kirk Paisley

**Date:** 2/28/2019

**Firm Name (if applicable)**

BDCL Architects, PC

2/25/2019
24 Rent Schedule
## 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></th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Units</td>
<td>MF Direct Loan Units (HOME Rent/Subsidy)</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---</td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
</tr>
<tr>
<td>TC 60%</td>
<td>9</td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
</tr>
<tr>
<td>TC 50%</td>
<td>7</td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
</tr>
<tr>
<td>TC 60%</td>
<td>10</td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
</tr>
<tr>
<td>TC 50%</td>
<td>8</td>
</tr>
<tr>
<td>TC 60%</td>
<td>9</td>
</tr>
<tr>
<td>TC 60%</td>
<td>1</td>
</tr>
</tbody>
</table>

### Number of B\( \% \)\n
<table>
<thead>
<tr>
<th>AMFI %</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
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</thead>
<tbody>
<tr>
<td>20</td>
<td>$263</td>
<td>$282</td>
<td>$338</td>
<td>$391</td>
</tr>
<tr>
<td>30</td>
<td>$395</td>
<td>$423</td>
<td>$507</td>
<td>$586</td>
</tr>
<tr>
<td>40</td>
<td>$527</td>
<td>$564</td>
<td>$677</td>
<td>$782</td>
</tr>
<tr>
<td>50</td>
<td>$658</td>
<td>$705</td>
<td>$846</td>
<td>$978</td>
</tr>
<tr>
<td>60</td>
<td>$790</td>
<td>$846</td>
<td>$1,015</td>
<td>$1,173</td>
</tr>
</tbody>
</table>

**Total**

```
| 84 | 93,858 | 62,737 |
```

- **Non Rental Income**: $10.00 per unit/month for: late fees, pet deposits 840
- **Total NONRENTAL INCOME**: $10.00 per unit/month 840
- **POTENTIAL GROSS MONTHLY INCOME**: 63,567
- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% 4,768
- **Rental Concessions (enter as a negative number)**
- **EFFECTIVE GROSS MONTHLY INCOME**: 58,799
- **TOTAL EFFECTIVE GROSS ANNUAL INCOME**: 705,594

2/28/2019
Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC30%</td>
<td>11%</td>
<td>11% 9</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC50%</td>
<td>42%</td>
<td>42% 35</td>
</tr>
<tr>
<td>TC60%</td>
<td>48%</td>
<td>48% 40</td>
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<tr>
<td>TC70%</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC LI Total</td>
<td>84</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>84</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Loan LI Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td>% of Li</td>
<td>% of Total</td>
</tr>
<tr>
<td>Total OT Units</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>BEDROOMS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>36</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BOND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRB LI Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRBMR</td>
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<td></td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

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

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

ACQUISITION + HARD

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>$124.97</th>
</tr>
</thead>
</table>

HARD

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>$124.97</th>
</tr>
</thead>
</table>

BUILDING

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>$85.99</th>
</tr>
</thead>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$32</td>
<td>$41</td>
<td>$50</td>
<td></td>
<td></td>
<td>Arlington Housing Authority</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 9</td>
<td>$11</td>
<td>$14</td>
<td></td>
<td></td>
<td>1/1/2019</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$17</td>
<td>$22</td>
<td>$27</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$14</td>
<td>$18</td>
<td>$22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$20</td>
<td>$26</td>
<td>$32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td>$27</td>
<td>$30</td>
<td>$36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td>$48</td>
<td>$53</td>
<td>$62</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td>$14</td>
<td>$14</td>
<td>$14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$  -</td>
<td>$92</td>
<td>$118</td>
<td>$145</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Other (Describe)

If a revised form is submitted, date of submission:  **2/26/2019**
### Allowances for Tenant-Furnished Utilities and Other Services

- **Locality:** Arlington Housing Authority
- **Age:** Mixed Age
- **Unit Type:** Multi Family - ARLINGTON
- **Date (mm/dd/yyyy):** 1/1/2019

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Monthly Dollar Allowances</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0 BR</td>
</tr>
<tr>
<td><strong>Heating</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>24</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>23</td>
</tr>
<tr>
<td>d. Oil / Coal / Other</td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>7</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>6</td>
</tr>
<tr>
<td>d. Other</td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric</strong></td>
<td>12</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>10</td>
</tr>
<tr>
<td><strong>Water Heating</strong></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>13</td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>14</td>
</tr>
<tr>
<td>d. Oil / Coal / Other</td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td>21</td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td>39</td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td>14</td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td>3</td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Other - Specify</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Total:** $92 $118 $145

- **Actual Family Allowances:** To be used by the family to compute allowance.

**Utility or Service per month cost**

- **Heating**
- **Cooking**
- **Other Electric**
- **Air Conditioning**
- **Water Heating**
- **Water**
- **Sewer**
- **Trash Collection**
- **Range/Microwave**
- **Refrigerator**
- **Other**

**Number of Bedrooms**

- **Total:** $
Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$6,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$8,400</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$3,600</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$2,000</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$1,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$1,000</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
<td>$21,000</td>
</tr>
</tbody>
</table>

### Management Fee

- Percent of Effective Gross Income: 7.00%  
  - Amount: $49,392

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$68,200</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$35,000</td>
</tr>
<tr>
<td>Other</td>
<td>describe</td>
</tr>
<tr>
<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
<td>$103,200</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$10,800</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$24,400</td>
</tr>
<tr>
<td>Grounds</td>
<td>$21,000</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$16,800</td>
</tr>
<tr>
<td>Pool</td>
<td>$5,000</td>
</tr>
<tr>
<td>Other</td>
<td>Building Services $2,500</td>
</tr>
<tr>
<td>Total Repairs &amp; Maintenance:</td>
<td>$69,700</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>Portfolio Averages $10,080</td>
</tr>
<tr>
<td>Natural gas</td>
<td>Portfolio Averages $7,500</td>
</tr>
<tr>
<td>Trash</td>
<td>Water/Sewer Portfolio Averages $41,220</td>
</tr>
<tr>
<td>Other</td>
<td>Portfolio Averages</td>
</tr>
<tr>
<td>Total Utilities:</td>
<td>$58,800</td>
</tr>
</tbody>
</table>

### Property Taxes

- Published Capitalization Rate: 9.50%  
  - Source: Tarrant County Auditor  
  - Annual Property Taxes: $92,400

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$3,360</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$3,930</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$250</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$250</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$250</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$250</td>
</tr>
<tr>
<td>Security</td>
<td>$250</td>
</tr>
<tr>
<td>Other</td>
<td>Franchise Tax $3,930</td>
</tr>
<tr>
<td>Total Other Expenses:</td>
<td>$7,290</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- Expense per unit: $5333  
  - Total: $447,982

### NET OPERATING INCOME (before debt service)

- Amount: $257,612

### Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage Payment</td>
<td>$208,644</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$208,644</td>
</tr>
</tbody>
</table>

### NET CASH FLOW

- Amount: $48,968

If a revised form is submitted, date of submission: 2/27/2019
15 Year Rental Housing Operating Pro Forma
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$752,724</td>
<td>$767,778</td>
<td>$783,134</td>
<td>$798,797</td>
<td>$814,773</td>
<td>$899,575</td>
<td>$993,203</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,080</td>
<td>$10,282</td>
<td>$10,487</td>
<td>$10,697</td>
<td>$10,911</td>
<td>$12,047</td>
<td>$13,300</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($557,210)</td>
<td>($58,355)</td>
<td>($59,522)</td>
<td>($60,712)</td>
<td>($61,926)</td>
<td>($68,372)</td>
<td>($75,488)</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>$762,804</td>
<td>$778,060</td>
<td>$793,621</td>
<td>$809,494</td>
<td>$825,684</td>
<td>$911,621</td>
<td>$1,006,504</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($57,210)</td>
<td>($58,355)</td>
<td>($59,522)</td>
<td>($60,712)</td>
<td>($61,926)</td>
<td>($68,372)</td>
<td>($75,488)</td>
</tr>
</tbody>
</table>

### EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$27,400</td>
<td>$31,764</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$49,392</td>
<td>$50,380</td>
<td>$51,387</td>
<td>$52,415</td>
<td>$53,463</td>
<td>$59,028</td>
<td>$65,172</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$103,200</td>
<td>$106,296</td>
<td>$109,485</td>
<td>$112,769</td>
<td>$116,153</td>
<td>$134,653</td>
<td>$156,099</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$69,700</td>
<td>$71,791</td>
<td>$73,945</td>
<td>$76,163</td>
<td>$78,448</td>
<td>$90,943</td>
<td>$105,428</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$10,080</td>
<td>$10,382</td>
<td>$10,694</td>
<td>$11,015</td>
<td>$11,345</td>
<td>$13,152</td>
<td>$15,247</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$48,720</td>
<td>$50,182</td>
<td>$51,687</td>
<td>$53,238</td>
<td>$54,835</td>
<td>$63,569</td>
<td>$73,693</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,200</td>
<td>$25,956</td>
<td>$26,735</td>
<td>$27,537</td>
<td>$28,363</td>
<td>$32,880</td>
<td>$38,117</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$92,400</td>
<td>$95,172</td>
<td>$98,027</td>
<td>$100,968</td>
<td>$103,997</td>
<td>$120,561</td>
<td>$139,763</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$27,400</td>
<td>$31,764</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$7,290</td>
<td>$7,509</td>
<td>$7,734</td>
<td>$7,966</td>
<td>$8,205</td>
<td>$9,512</td>
<td>$11,027</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$447,982</td>
<td>$460,928</td>
<td>$474,252</td>
<td>$487,965</td>
<td>$502,080</td>
<td>$579,098</td>
<td>$668,075</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$257,612</td>
<td>$258,778</td>
<td>$259,848</td>
<td>$260,816</td>
<td>$261,677</td>
<td>$264,152</td>
<td>$262,941</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Debt Service</td>
<td>$257,612</td>
<td>$258,778</td>
<td>$259,848</td>
<td>$260,816</td>
<td>$261,677</td>
<td>$264,152</td>
<td>$262,941</td>
</tr>
</tbody>
</table>

### ANNUAL NET CASH FLOW

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$48,968</td>
<td>$50,134</td>
<td>$51,205</td>
<td>$52,173</td>
<td>$53,034</td>
<td>$55,509</td>
<td>$54,297</td>
</tr>
</tbody>
</table>

### CUMULATIVE NET CASH FLOW

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$48,968</td>
<td>$99,103</td>
<td>$150,307</td>
<td>$202,480</td>
<td>$255,514</td>
<td>$326,289</td>
<td>$801,385</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Date

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

### INCOME

<table>
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<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<td>$752,724</td>
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<td>$10,697</td>
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<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>($60,712)</td>
<td>($61,926)</td>
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<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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### EXPENSES

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<td>General &amp; Administrative Expenses</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$23,105</td>
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<td>Management Fee</td>
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<td>$50,380</td>
<td>$51,387</td>
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<td>$53,463</td>
<td>$59,028</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$103,200</td>
<td>$106,296</td>
<td>$109,485</td>
<td>$112,769</td>
<td>$116,153</td>
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<td>$73,945</td>
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<td>$10,694</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
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<td>$50,182</td>
<td>$51,687</td>
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<td>Annual Property Insurance Premiums</td>
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<td>$28,363</td>
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<td>Reserve for Replacements</td>
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<td>$22,947</td>
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<td>Other Expenses</td>
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<td>$7,734</td>
<td>$7,966</td>
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<td>TOTAL ANNUAL EXPENSES</td>
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<td>$487,965</td>
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<td>NET OPERATING INCOME</td>
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### DEBT SERVICE

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<tbody>
<tr>
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<td>Second Deed of Trust Annual Loan Payment</td>
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<td>Third Deed of Trust Annual Loan Payment</td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
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</tr>
<tr>
<td>Other Annual Required Payment</td>
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<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$48,968</td>
<td>$50,134</td>
<td>$51,205</td>
<td>$52,173</td>
<td>$53,034</td>
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<td>$54,297</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
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<td>$99,103</td>
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<td>$255,514</td>
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<td>1.27</td>
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<td>$5,000</td>
<td>$5,000</td>
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<td>$5,006</td>
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<tr>
<td>Deferred Developer Fee</td>
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<td>145,307</td>
<td>197,480</td>
<td>222,609</td>
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<td></td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/26/2019
28

Off-Site Cost Breakdown
## Offsite Cost Breakdown

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

**Columns A:** 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:

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

**Columns 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.

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

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

**Note:** ALL contingency must be included in the Contingency line item on the Development Cost Schedule and NOT in the Offsite Cost Breakdown above.

**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>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offsite Improvements</td>
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<td></td>
<td>$</td>
<td>$ 15,000.00</td>
<td>$ 55,425</td>
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<tr>
<td>Off-Site Storm Drainage Line</td>
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<td>Lines 35-37 Hidden</td>
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<td></td>
<td></td>
<td>$</td>
<td>$</td>
<td>$ 98,775</td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

David Greer  
Printed Name: 26-Feb-19  
Date: 02-26-2019
Site Work Cost Breakdown
**Site Work Cost Breakdown**

This form must be submitted with the Development Cost Schedule as justification of Site Work costs. Column A: The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule. Columns B and C: In determining actual construction cost, two different methods may be used: The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; OR the use of unit price (Column B) and the number of units (Column C) data for the activity. Column D: To arrive at total construction costs in Column D: If based on labor and materials, add Column B and Column C together to arrive at total construction costs. If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs. Column E: Any proposed activity involving the acquisition of real property, easements, rights-of-way, etc., must have the projected costs of this acquisition for the activity. Column F: Engineering/architectural costs must be broken out by the Site Work activity. Column G: Figures for Column G, Total Activity Cost, are obtained by adding together Columns D, E, and F to get the total costs.

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

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering/Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
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<td></td>
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<td>$22,000.00</td>
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<tr>
<td>Grading</td>
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</tr>
<tr>
<td>Erosion Control (LS)</td>
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<td>3</td>
<td>$27,000.00</td>
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<td>$1,311,335</td>
</tr>
</tbody>
</table>
February 27, 2019

Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX 78711-3941

To whom it may concern,

We are writing this letter in accordance with TAC §10.204(8)(E)(i) to state that we have reviewed the site work costs for Reserve at New York, LLC and determined that the following costs should be included in the eligible basis calculation.

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<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Eligible Costs</th>
<th>Ineligible Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site mobilization</td>
<td>$22,000</td>
<td>$22,000</td>
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</tr>
<tr>
<td>Grading</td>
<td>12,000</td>
<td>12,000</td>
<td>-</td>
</tr>
<tr>
<td>Erosion control (LS)</td>
<td>9,000</td>
<td>9,000</td>
<td>-</td>
</tr>
<tr>
<td>Construction Entrance (EA)</td>
<td>2,500</td>
<td>2,500</td>
<td>-</td>
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<tr>
<td>Site preparation (LS)</td>
<td>46,000</td>
<td>46,000</td>
<td>-</td>
</tr>
<tr>
<td>Earthwork (CY)</td>
<td>51,000</td>
<td>51,000</td>
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<tr>
<td>Paving</td>
<td>21,000</td>
<td>21,000</td>
<td>-</td>
</tr>
<tr>
<td>Concrete site paving (SF)</td>
<td>310,635</td>
<td>310,635</td>
<td>-</td>
</tr>
<tr>
<td>Striping (LS)</td>
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<td>Misc. site work (walls, fences, etc.)</td>
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<tr>
<td>Sanitary sewer structures</td>
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<tr>
<td>Storm drainage structures</td>
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<td>-</td>
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<td>Onsite electric (LS)</td>
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<tr>
<td>Decorative masonry</td>
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<td>-</td>
</tr>
<tr>
<td>Signage</td>
<td>30,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$1,311,335</strong></td>
<td><strong>$1,311,335</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

Should you have any further questions, please contact Jeremy Densmore at (470) 273-6619.

Sincerely,

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

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
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</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></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>Other (specify) - see footnote 1</td>
<td></td>
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<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$600,000</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>$43,350</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>$55,425</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>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$98,775</td>
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<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></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>$69,500</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$51,000</td>
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<tr>
<td>On-site concrete</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>$635,900</td>
</tr>
<tr>
<td>On-site utilities</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$84,300</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,311,335</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>$180,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>$130,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>$87,210</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$412,210</td>
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### BUILDING COSTS*:

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
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</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>873,434</td>
<td>873,434</td>
</tr>
<tr>
<td>Masonry</td>
<td>365,492</td>
<td>365,492</td>
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<tr>
<td>Metals</td>
<td>128,200</td>
<td>128,200</td>
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<tr>
<td>Woods and Plastics</td>
<td>1,388,773</td>
<td>1,388,773</td>
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<tr>
<td>Thermal and Moisture Protection</td>
<td>322,168</td>
<td>322,168</td>
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<tr>
<td>Roof Covering</td>
<td>147,000</td>
<td>147,000</td>
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<tr>
<td>Doors and Windows</td>
<td>287,620</td>
<td>287,620</td>
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<tr>
<td>Finishes</td>
<td>999,628</td>
<td>999,628</td>
</tr>
<tr>
<td>Specialties</td>
<td>184,618</td>
<td>184,618</td>
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<tr>
<td>Equipment</td>
<td>245,706</td>
<td>245,706</td>
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<tr>
<td>Furnishings</td>
<td>383,520</td>
<td>383,520</td>
</tr>
<tr>
<td>Special Construction</td>
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<td>500,000</td>
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<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>999,344</td>
<td>999,344</td>
</tr>
<tr>
<td>Electrical</td>
<td>795,665</td>
<td>795,665</td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td>250,000</td>
<td>250,000</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
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<tr>
<td>Commercial Space Costs</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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**Subtotal Building Costs Before 11.9(e)(2)**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>8,071,168</td>
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**Voluntary Eligible Building Costs (After 11.9(e)(2))**

<table>
<thead>
<tr>
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<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.**

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>9,794,713</td>
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**Contingency**

<table>
<thead>
<tr>
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<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5.00%</td>
<td>0</td>
</tr>
</tbody>
</table>

**Contingency**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$494,633</td>
<td>494,633</td>
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</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$10,388,121</td>
<td>$10,289,346</td>
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**OTHER CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>623,287</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>2.00%</td>
<td>207,762</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>6.00%</td>
<td>623,287</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>2.00%</td>
<td>207,762</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
<td>623,287</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,454,337</td>
<td>1,440,508</td>
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</table>

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

<table>
<thead>
<tr>
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<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$11,842,458</td>
<td>$11,729,854</td>
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**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$109.19 psf</td>
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</tbody>
</table>

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

2/28/2019
### SOFT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>612,943</td>
<td>612,943</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>171,231</td>
<td>171,231</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>25,345</td>
<td>25,345</td>
</tr>
<tr>
<td>Appraisal</td>
<td>6,000</td>
<td>6,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>22,450</td>
<td>22,450</td>
</tr>
<tr>
<td>Soils report</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Survey</td>
<td>40,000</td>
<td></td>
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<tr>
<td>Hazard &amp; liability insurance</td>
<td>308,598</td>
<td>308,598</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>52,800</td>
<td>52,800</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soft Cost Contingency</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>145,350</td>
<td>145,350</td>
</tr>
</tbody>
</table>

**Subtotal Soft Cost**

|                   | $1,677,717 | $0    | $1,637,717 |

### FINANCING:

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>500,000</td>
<td>400,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>74,339</td>
<td>74,339</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>18,750</td>
<td>18,750</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
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<tr>
<td>Loan origination fees</td>
<td>29,000</td>
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</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
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</tbody>
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2/28/2019
### OTHER FINANCING COSTS

<table>
<thead>
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<th>Item</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>5,480</td>
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<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>25,000</td>
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<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
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</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Tax Credit Fees - Reservation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>952,569</td>
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<td>743,089</td>
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### DEVELOPER FEES

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<tr>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>2,131,000</td>
<td>1,895,000</td>
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</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,131,000</td>
<td>$0</td>
<td>$1,895,000</td>
</tr>
<tr>
<td></td>
<td>15.00%</td>
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<td>15.00%</td>
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### RESERVES

<table>
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<th>Item</th>
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<th>Amount</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Rent-up - new funds</td>
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<tr>
<td>Rent-up - existing reserves*</td>
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</tr>
<tr>
<td>Operating - new funds</td>
<td>328,313</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$398,313</td>
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</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$17,602,057</td>
<td>0</td>
<td>$14,524,161</td>
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</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>Total Eligible Basis</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
<td>$0</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Total Adjusted Basis</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Qualified Basis</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$18,881,409</td>
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<table>
<thead>
<tr>
<th>Applicable Percentage</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
<td>100%</td>
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#### Credits Supported by Eligible Basis

<table>
<thead>
<tr>
<th>Credit Request (from 17 Development Narrative)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,699,327</td>
<td>0</td>
</tr>
</tbody>
</table>

**Credit Request from 17 Development Narrative**

$1,500,000

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

| Score | 12 |

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

#### Name of contact for Cost Estimate:

Justin Gregory

#### Phone Number for Contact:

(513) 964-1152

If a revised form is submitted, date of submission:

2/28/2019
Financing Narrative and Summary of Sources and Uses
### Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>PNC Bank, NA.</td>
<td>Conventional Loan</td>
<td>$14,000,000</td>
<td>5.00%</td>
<td>$2,900,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$14,098,590</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>HTC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>City of Arlington</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MVAH Development LLC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other</td>
</tr>
<tr>
<td></td>
<td>Total Sources of Funds</td>
<td>$16,998,109</td>
<td>$17,602,057</td>
<td>$17,602,057</td>
</tr>
</tbody>
</table>

2/28/2019
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>PNC Bank, NA.</td>
<td>Conventional Loan</td>
<td>$14,000,000</td>
<td>5.00%</td>
</tr>
<tr>
<td></td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$1,409,859</td>
</tr>
<tr>
<td>City of Arlington</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>MVAH Development LLC</td>
<td>Deferred Developer Fee</td>
<td>$1,587,750</td>
<td>$603,467</td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$16,998,109</td>
<td>$17,602,057</td>
</tr>
</tbody>
</table>

### Description of Table

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
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</tr>
<tr>
<td>TDHCA</td>
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<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
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</tr>
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</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$16,998,109</td>
<td>$17,602,057</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.

<table>
<thead>
<tr>
<th>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).</th>
</tr>
</thead>
<tbody>
<tr>
<td>PNC Bank will provide the construction loan for the Reserve at New York in the amount of $14,000,000. The interest rate for the construction loan will be 5.00% and the loan term will be 24 months. The lender will have a first lien deed of trust on the land and improvements.</td>
</tr>
<tr>
<td>PNC Bank will provide the permanent mortgage (first lien position) in the amount of $2,900,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. Timing will be contingent on PNC Bank processing due diligence necessary for the commitment and closing of financing.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>The replacement reserve for Reserve at New York will be $250/unit annually and will be utilized for repairing and maintaining capital improvements on the development site. Specifically relating to maintaining a quality affordable housing community that will be a benefit to the citizens of Texas.</td>
</tr>
<tr>
<td>Describe the operating items (reents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.</td>
</tr>
<tr>
<td>There are no operating subsidies or project based assistance currently identified for New York. There are no approvals or applications necessary for operating items necessary for the closing of financing of Reserve at New York. All rents are tax credit rents that will be paid by the resident or a section 8 housing choice voucher that is not tied to the specific unit being rented, but the resident. All rents are outlined on the Rent Schedule.</td>
</tr>
</tbody>
</table>

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

Telephone: ________________________________

Email address: ________________________________

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

2/28/2019
## 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).

| Financing Participants | Funding Description | Construction Period | Permanent Period | | |
|------------------------|---------------------|---------------------|------------------|---|---|---|---|---|
|                        |                     | Loan/Equity Amount | Interest Rate (%)| Loan/Equity Amount | Interest Rate (%) | Amort - ization | Term (Yrs) | Syndication Rate |
| Debt                   |                      |                     |                  |                |                  |            |        |                |
| TDHCA                  | MF Direct Loan Const. to Perm. (Repayable) | $0 | $ - | 0.00% | 30 | 0 | |
| TDHCA                  | MF Direct Loan Const. Only (Repayable) | $0 | 0.00% | | |
| TDHCA                  | Multifamily Direct Loan (Soft Repayable) | $0 | 0.00% | $ - | 0.00% | 0 | 0 | |
| TDHCA                  | Mortgage Revenue Bond | $0 | 0.00% | $ - | 0.00% | 0 | 0 | |
| PNC Bank, NA.          | Conventional Loan   | $14,000,000 | 5.00% | 1 | $2,900,000 | 6.00% | 30 | 30 | 1 |
|                        | Debt                |                     |                  |                |                  |            |        |                |
| Third Party Equity     | HTC                 | $1,500,000 | $1,409,859 | $14,098,590 | 0.94 | |
| Grant                  | City of Arlington   | $11.9(d)(2)LPS Contribution | $500 | |
| Deferred Developer Fee | MVAH Development LLC | Deferred Developer Fee | $1,587,750 | $603,467 | 0.00% | 12 | 2 |
| Other                  | Direct Loan Match    |                     |                  |                |                  |            |        |                |

**Total Sources of Funds**: $16,998,109  
**Total Uses of Funds**: $17,602,057  

2/28/2019
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

### INSTRUCTIONS

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).

PNC Bank will provide the construction loan for the Reserve at New York in the amount of $14,000,000. The interest rate for the construction loan will be 5.00% and the loan term will be 24 months. The lender will have a first lien deed of trust on the land and improvements.

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### INSTRUCTIONS

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The replacement reserve for Reserve at New York will be $250/unit annually and will be utilized for repairing and maintaining capital improvements on the development site. Specifically relating to maintaining a quality affordable housing community that will be a benefit to the citizens of Texas.

### INSTRUCTIONS

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).

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### INSTRUCTIONS

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**: Ryan Edwards  
**Printed Name**: Ryan Edwards  
**Date**: 02/26/2019  
**Telephone**: 502.581.2640  
**Email address**: ryan.l.edwards@pnc.com

If a revised form is submitted, date of submission:  

---

2/26/2019
Financial Capacity (MFDL Only)
Not Applicable
33 Match Funds (MFDL Only)
Not Applicable
Finance Scoring
<table>
<thead>
<tr>
<th>Section</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Commitment of Development Funding by Local Political Subdivision</strong></td>
<td>1</td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td>City of Arlington</td>
<td></td>
</tr>
<tr>
<td>- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.</td>
<td>x</td>
</tr>
<tr>
<td>- The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td>x</td>
</tr>
<tr>
<td>- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.</td>
<td></td>
</tr>
<tr>
<td>Total Points Claimed:</td>
<td>1</td>
</tr>
</tbody>
</table>

| **2. Financial Feasibility (§11.9(e)(1))**                               |                |
| - Eligible Pro-Forma and letter stating the Development is financially feasible. | 0              |
| - Eligible Pro-Forma and letter stating Development and Principals are acceptable. | 18             |
| Total Points Claimed:                                                   | 18             |

| **3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))** |                |
| Percent of Units restricted to serve households at or below 30% of AMGI | 10.71%         |
| HTC funding request as a percent of Total Housing Development Cost      | 8.52%          |
| **Eligibility for points:**                                            |                |
| - Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding | 0              |
| Housing Tax Credit Request                                             | 3              |
| Housing Tax Credit Request                                             | 2              |
| Housing Tax Credit Request                                             | 1              |
| * Be sure no more than 50% of Developer fees are deferred.             |                |
| Total Points Claimed:                                                  | 3              |
35  Supporting Documents
**Supporting Documents Should be Included Behind this Tab**

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

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must **include a statement confirming they are aware the Applicant intends to elect income averaging.** If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)
- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) **was submitted behind TAB 19.**
- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- Evidence of Rental Assistance/Subsidy
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 pro forma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$752,724</td>
<td>$767,778</td>
<td>$783,134</td>
<td>$798,797</td>
<td>$814,773</td>
<td>$899,575</td>
<td>$993,203</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,080</td>
<td>$10,282</td>
<td>$10,487</td>
<td>$10,697</td>
<td>$10,911</td>
<td>$12,047</td>
<td>$13,300</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$762,804</td>
<td>$778,060</td>
<td>$793,621</td>
<td>$809,494</td>
<td>$825,684</td>
<td>$911,621</td>
<td>$1,006,504</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($57,210)</td>
<td>($58,355)</td>
<td>($59,522)</td>
<td>($60,712)</td>
<td>($61,926)</td>
<td>($68,372)</td>
<td>($75,488)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$705,594</td>
<td>$719,706</td>
<td>$734,100</td>
<td>$748,782</td>
<td>$763,757</td>
<td>$843,250</td>
<td>$931,016</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$27,400</td>
<td>$31,764</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$49,392</td>
<td>$50,380</td>
<td>$51,387</td>
<td>$52,415</td>
<td>$53,463</td>
<td>$59,028</td>
<td>$65,172</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$103,200</td>
<td>$106,296</td>
<td>$109,485</td>
<td>$112,769</td>
<td>$116,153</td>
<td>$134,653</td>
<td>$156,099</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$69,700</td>
<td>$71,791</td>
<td>$73,945</td>
<td>$76,163</td>
<td>$78,448</td>
<td>$90,943</td>
<td>$105,428</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$10,080</td>
<td>$10,382</td>
<td>$10,694</td>
<td>$11,015</td>
<td>$11,345</td>
<td>$13,152</td>
<td>$15,247</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$48,720</td>
<td>$50,182</td>
<td>$51,687</td>
<td>$53,238</td>
<td>$54,835</td>
<td>$63,569</td>
<td>$73,693</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$92,400</td>
<td>$95,172</td>
<td>$98,027</td>
<td>$100,968</td>
<td>$103,997</td>
<td>$120,561</td>
<td>$139,763</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$21,000</td>
<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
<td>$27,400</td>
<td>$31,764</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$7,290</td>
<td>$7,509</td>
<td>$7,734</td>
<td>$7,966</td>
<td>$8,205</td>
<td>$9,512</td>
<td>$11,027</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$447,982</td>
<td>$460,928</td>
<td>$474,252</td>
<td>$487,965</td>
<td>$502,080</td>
<td>$579,098</td>
<td>$668,075</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$257,612</td>
<td>$258,778</td>
<td>$259,848</td>
<td>$260,816</td>
<td>$261,677</td>
<td>$264,152</td>
<td>$262,941</td>
</tr>
</tbody>
</table>

**DEBT SERVICE**

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
<td>$208,644</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
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<td>ANNUAL NET CASH FLOW</td>
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<tr>
<td>Asset Management Fee</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<td>Deferred Developer Fee</td>
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<td>$54,307</td>
<td>$59,507</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 §11.9(e)(1) relating to Financial Feasibility)

---

Signature, Authorized Representative, Construction or Permanent Lender

Ryan Edwards
Printed Name: Ryan Edwards
Phone: 502.581.2640
Email: ryan.l.edwards@pnc.com
Date: 2/28/2019

Signature, Authorized Representative, Syndicator

Ryan Edwards
Printed Name: Ryan Edwards
Date: 2/28/2019

If a revised form is submitted, date of submission: 2/26/2019
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
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<table>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
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<td>$21,630</td>
<td>$22,279</td>
<td>$22,947</td>
<td>$23,636</td>
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<tr>
<td>Reserve for Replacements</td>
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<td>$22,947</td>
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<tr>
<td>Other Expenses</td>
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<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
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<td>$208,644</td>
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<tr>
<td>Asset Management Fee</td>
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<td>$5,000</td>
<td>$5,000</td>
<td>$5,005</td>
<td>$5,006</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>43,968</td>
<td>94,103</td>
<td>145,307</td>
<td>197,480</td>
<td>222,609</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §11.9(e)(1) relating to Financial Feasibility)
February 26, 2019

Via Email

Justin Gregory
MVAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

Re: Reserve at New York LLC (the "Partnership")
    Reserve at New York, Fort Worth, Texas (the "Property")

Dear Justin:

I am pleased to provide you with PNC Bank’s (the "Lender") proposal to provide a $14,000,000 Construction Loan converting to a $2,900,000 Term Loan (the "Credit Facility") for Reserve at New York, an 84-unit affordable housing development located in Fort Worth, Tarrant County, Texas, subject to the following terms and conditions:

In the event the project owner is a limited liability company, the term “Partnership” shall mean “Company”, the term “General Partner” shall mean “Managing Member”, and the term “Limited Partner” shall mean “Investment Member”.

Borrower Reserve at New York LLC, a Texas limited liability company (the "Borrower"). The Construction loan shall be full recourse to the Borrower until conversion to the Term Loan.

Guarantor(s) Guarantees of completion and repayment during the development period shall be provided by persons or entities acceptable to the Lender. A limited recourse guaranty covering typical carve-outs and environmental issues will be required during the permanent stage.

Credit Facility Construction/Term Loan: $14,000,000 / $2,900,000
Term of Loan

The Construction Loan period will be two years. Upon satisfaction of all of the conditions for converting the construction loan to the Term Loan provided by Lender the Term Loan will be 30 years. The Term Loan will be based on an amortization of thirty (30) years.

Interest Rates/

Rate Lock

Construction Loan: One-month LIBOR plus 225bp (floating over term of Construction Loan). As of the date of this letter the rate is estimated at 5.00%.

Term Loan: Approximately 300 basis points over the 10 Year U.S. Treasury Security. The final permanent interest rate will be determined at the time of rate lock, which will occur prior to the construction loan closing. As of the date of this letter the rate is estimated at 6.00%.

In order to lock the interest rate for the permanent loan, you must provide us with a refundable rate lock deposit equal to 3% of the loan amount. This deposit will be returned following the conversion of the permanent loan, or it will be retained by Lender in the event that the permanent loan does not close. In addition, Borrower must provide a promissory note to Lender at the time of rate lock in the amount of 5% of the permanent loan amount. This note will be secured by a second deed of trust against the Property. The note will be returned to Borrower upon the funding of the permanent loan and the deed of trust will then be released.

Commitment Fees

(Paid at Closing)

Construction / Term Loan: $140,000 / $29,000

Collateral

The Credit Facilities shall be secured by a first priority fee mortgage on the land associated with the Project and all improvements to be constructed thereon. First priority assignment of leases, rents and income from the Project. First priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents. First priority perfected security interest in all other assets of the Borrower related to the Project.

Environmental Indemnity

The Borrower, Guarantor and other persons or entities specified by Lender shall indemnify and hold the Lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials.
Lender must receive an appraisal report ("Appraisal Report") satisfactory to it in all respects within 90 days prior to the Construction Loan closing date. The Appraisal Report will be ordered by Lender from an appraisal firm selected by Lender which has either the "M.A.I." designation or is State Certified. The maximum loan-to-value based upon achievable restricted rents is 90%, and the debt service coverage ratio shall be consistent with Lender's policies.

In addition to the construction and term loan, subordinated debt will be allowed subject to advance written consent of the Lender. All secondary financing shall be subordinate in all respects to the Lender's loans.

Before converting to the Term Loan, the Project shall achieve and maintain at a minimum 90% physical occupancy and an annualized 1.15 to 1 debt service coverage on the first mortgage debt and a combined 1.10 to 1 debt service coverage for all debt for a period of 90 consecutive days. Lender may, if necessary, reduce the amount of the Term Loan to that level which produces the required debt service coverage in the event stabilized net operating income is less than projected. The costs of updated third party reports, including an updated appraisal, shall be borne by the Borrower.

Standard representations and warranties, terms and conditions, and loan documents as are typical in this type of financing as may be required by Lender. Borrower will make usual representations and warranties as of the Construction Loan closing and the date of conversion to the Term Loan and in connection with each advance including, but not limited to, corporate existence, compliance with laws, enforceability, true title to properties, environmental protection, no material litigation, ERISA compliance, insurance, absence of default and absence of material adverse change, and availability of low income housing tax credits.

Lender's obligation to close the Credit Facilities is subject to the Lender's receipt of all necessary fees and closing costs and review of the following reports and information, all of which are to be in form and substance satisfactory to Lender and which shall be provided no later than ninety (90) days from the date the tax credits are reserved or allocated: plans and specifications and construction contract (providing for payment and performance bonds as may be required by Lender) approved by Lender's inspecting architect; final budget demonstrating adequate funds to develop the Project from sources acceptable to Lender; Phase I environmental report; title insurance; survey; zoning; permits; opinions of counsel; evidence of reservation or allocation of tax credits; market study demonstrating feasibility satisfactory to Lender; financial statements of, and other information relating to the business activities of, sponsor, developer, guarantors and any principal with a material financial ownership interest in the Project or the
foregoing parties, (collectively the "Development Parties"), which is satisfactory to Lender; satisfactory progress and performance of other projects developed by the Development Parties and absence of prior default by any of the Development Parties with respect to any credit or equity facility provided by Lender; and such other information which Lender may require or which are customary in similar transactions.

Loan Call Protection
The executed loan documents will contain prepayment lockout, defeasance, yield maintenance and/or prepayment penalties.

Assignment
Borrower may not assign this Proposal or any interest therein without the consent of the Lender.

Expiration
This firm Proposal shall expire automatically the earlier of December 31, 2019 or when the Borrower is informed that it did not receive an allocation of tax credits, unless extended in writing by Lender.

PNC acknowledges the amounts and terms of all other anticipated sources of funds. The attached 15-year pro forma was prepared by MVAH Holding, LLC for Reserve at New York LLC located in Arlington. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. Additionally, we have performed a preliminary review of the creditworthiness of MVAH and its Principals. At this time, PNC 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.

Lender’s obligation to provide the requested financing is expressly conditioned on the fact that no information submitted to Lender in connection with the Credit Facilities shall prove to be false or misleading in any material respect, and that no bankruptcy, insolvency, receivership, or any other debtor’s relief proceedings shall be commenced by or against the Borrower.
Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Ryan Edwards
PNC Bank, N.A.

Agreed to and accepted:

Reserve at New York LLC

By: ________________________________

Name: Brian McGeady
Title: Authorized Signer
Date: 02/26/2019
February 26, 2019

Via Email

Justin Gregory
MVAAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

Re: Reserve at New York LLC (the "Partnership")
Reserve at New York, Arlington, Texas (the "Property")

Dear Justin:

Thank you for the opportunity to present this letter of intent to make an equity investment in your Partnership, subject to preliminary and final investor approval. This letter of intent, which is being provided on a “Best Efforts” basis, outlines certain terms and conditions that would be the basis of a partnership agreement (the “Partnership Agreement”), to be entered into among the general partner(s) listed below, an equity fund sponsored by PNC Bank, National Association (“PNC”), as the limited partner (the “Limited Partner”) and a corporation affiliated with PNC as the special limited partner (the Special Limited Partner).

Based on the information you provided to us, we have prepared this letter of intent under the following terms and assumptions:

1. PARTNERSHIP TAX CREDITS

   Annual Forecasted Tax Credit: $1,500,000

2. CAPITAL CONTRIBUTIONS TO THE GENERAL PARTNER

   A. The Investment Limited Partner and will purchase 99.99% of the forecasted tax credits at a rate of $0.94 per allocated tax credit dollar for the federal tax credits (the “Investment Limited Partner’s Capital Contribution”), assuming the foregoing material assumptions are accurate and subject to the terms set forth in this letter and the Partnership Agreement to be entered into prior to payment of any installment below. The total Capital Contribution will be rounded to the nearest dollar and is expected to be $14,098,590 payable in installments. Each installment is due within four (4) business days of the Investment Limited Partner’s receipt and approval of documentation evidencing the satisfaction of the installment’s and all previous installments’ conditions as follows:

      1) $1,409,859 or 10% (the “First Installment”) paid prior to or simultaneously with the closing of construction financing;
      2) $9,164,083 or 65% (“the Second Installment”) upon construction completion;
3) $3,524,648 or 25% ("the Final Installment") upon the latest of 95% physical occupancy, 100% initial tax credit occupancy, cost certification, permanent loan commencement or conversion, or property stabilization or receipt of IRS Forms 8609.

B. The Capital Contribution shall be applied by the Partnership first to direct development costs, then to the payment of the development fee (the "Development Fee"). To the extent the Capital Contribution or net cash flow is not sufficient to pay the full Development Fee within ten years of the construction completion date, the General Partner shall be obligated to contribute capital to the Partnership to enable it to pay the remaining balance.

3. DISTRIBUTION OF NET CASH FLOW

A. Net cash flow, generated by the Property after payment of operating expenses, debt service and replacement reserve deposits, shall be distributed within 45 days of the end of the fiscal year, prior to the first full year of operations, 100% to the General Partner, and beginning in the first full year of operations, as follows:

i) To the Investment Limited Partner $75 per unit as a cumulative annual investor services fee, increasing 3% annually;

ii) To the Investment Limited Partner as reimbursement for any debts or liabilities owed to the Investment Limited Partner;

iii) To the developer as payment of the Development Fee until payment in full of the Development Fee;

iv) To the General Partner $150 per unit, as a cumulative annual partnership management fee, increasing 3% annually;

v) To the Investment Limited Partner, to the extent that any Partnership taxable income is allocated to the Investment Limited Partner in any year, cash flow equal to 40% of the taxable income;

vi) To the General Partner as reimbursement for operating deficit loans made to the Partnership and owed to the General Partner;

vii) Finally, any remaining net cash flow shall be distributed 90% to the General Partner and 10% to the Investment Limited Partner.

4. DISTRIBUTION OF NET CASH PROCEEDS UPON SALE OR REFINANCING

A. The net cash proceeds upon sale or refinancing shall be distributed in the following order:

i) To the payment of all debts and liabilities of the Partnership, excluding those owed to Partners, and to the establishment of any required reserves;

ii) To the payment of any debts and liabilities owed to the Investment Limited Partner;

iii) To the payment of any fees, debts, and liabilities owed to the General Partner and any unpaid partnership management fees for such year;

iv) The balance, 90% to the General Partner, and 10% to the Investment Limited Partner.
B. For a period of one year after the expiration of the initial compliance period, the General Partner may commence marketing the Property or may have the option to purchase the Investment Limited Partner’s interest for a purchase price equal the fair market value of the Investment Limited Partner’s interest. Fair market value shall be determined in accordance with the Partnership Agreement.

At any time after the year following the initial compliance period, PNC and the General Partner may commence marketing the Property. If PNC receives a bona fide offer to purchase the Property, PNC will forward a copy of the offer to the General Partner. If the General Partner chooses to refuse the offer, the General Partner will purchase the Investment Limited Partner’s interest for a purchase price equal to the net proceeds pursuant to Section 5 if the offer had been accepted.

5. DISTRIBUTION OF BENEFITS

Profits, losses and tax credits will be allocated 99.99% to the Investment Limited Partner based on the percentage of limited partner interest to be acquired. In the first year of operations when the net cash flow is allocated 100% to the General Partner, any taxable income will be allocated to the General Partner in the same proportion as the net cash flow distribution.

6. GENERAL PARTNER OBLIGATIONS

A. Construction Completion Obligations
The General Partner and the Developer shall guarantee lien-free construction completion of all improvements substantially in accordance with the approved plans and specifications. The General Partner and the Developer shall fund any development cost overruns through permanent loan(s) commencement/conversion and such overruns will not be reimbursed by the Partnership.

The General Partner shall provide copies of each draw request, change orders and all supporting documentation to the Investment Limited Partner simultaneously with submission to the construction lender. The Investment Limited Partner shall have the right to approve change orders in excess of $25,000. If the general contractor is not an affiliate of the General Partner, the construction contract shall be a fixed price contract and the general contractor shall be bonded in a manner satisfactory to the Investment Limited Partner.

B. Operating Deficit Guaranty and Operating Reserve Account
The General Partner shall guarantee the funding of any operating deficits for operating or fixed costs for 60 months following the later of the break-even operations or permanent mortgage loan commencement or conversion in a maximum amount to subject to the Investment Limited Partner’s due diligence review. The partnership may also establish an operating reserve if the projections change.
C. **Replacement Reserve Account**
   The Partnership shall deposit monthly into a replacement reserve account no less than **$250 per unit** occupied at conversion (the “Replacement Reserve Account”). The Replacement Reserve Account shall be used to fund the replacement of major capital improvements, and disbursements shall require annual notification of anticipated expenditures and prior written approval of unanticipated expenditures.

D. **Tax Credit Adjustments**
   i) If the annual actual tax credits allocated on the Carryover Allocation or Form(s) 8609 is less than the forecasted tax credits stated in Section 1, then the Capital Contribution shall be reduced in an amount equal to the total tax credit shortfall to the Investment Limited Partner multiplied by the price paid for the tax credits.

   ii) If the annual actual tax credits allocated on Form(s) 8609 is greater than the forecasted tax credits stated in Section 1 (the “Additional Credit”), then the Capital Contribution shall be increased in an amount equal to the Additional Tax Credit multiplied by the price paid for the tax credits, and paid pro rata over the remaining Installments. This adjustment combined with all other upward adjustments shall be limited to 10% of the Capital Contribution.

   iii) For each additional $1.00 of tax credit delivered in the first years beyond the amount projected in this letter, the ILP shall pay an additional equity amount per tax credit dollar to be determined by Investment Limited Partner during due diligence. The additional capital shall be paid pro rata over the remaining Installments.

   iv) If the amount of actual tax credit in any year after construction completion is less than the amount of forecasted tax credit in Section 2 (except for reasons stated in item 6(D)(i) above), the Capital Contribution shall be reduced by an amount equal to the tax credit shortfall amount multiplied by the price paid for the tax credits, plus the amount of any recapture, interest or penalty (a “Reduction Amount”).

   v) If any Reduction Amount cannot be paid from the Capital Contribution, the General Partner shall pay the Reduction Amount. Reduction Amounts not paid upon demand shall accrue interest at the prime rate as published in the Wall Street Journal plus 2%.

E. **Net Worth and Guarantee Requirements**
   All obligations of the General Partner shall be guaranteed by person(s) or entities (“Guarantor(s)”) acceptable to the Investment Limited Partner and with sufficient net worth and liquidity.

7. **CONDITIONS**

   A. **Property**
   The Property will be the construction of a development located in Arlington, Tarrant County, Texas.

   B. **Tax Credit Allocation**
   The Partnership may elect to defer the use of tax credits for any individual building which is not 100% tax credit qualified by December 31st of the year in which it is placed in service, at the
Investment Limited Partner’s discretion. It is assumed that IRS form 8609 will be issued subsequent to the anticipated placed-in-service deadline.

C. **Tax Credit Occupancy**
The Partnership must comply with the 40/60 minimum set-aside test (a minimum of 40% of the units must be rented to tenants with incomes less than 60% of area median, adjusted for family size).

D. **Construction and Permanent Financing**
The General Partner shall provide to PNC for its review and approval, copies of the loan commitments and loan documents for all financing sources, which are assumed to be from qualified commercial lenders and qualify for the 9% tax credit applicable percentage.

E. **Property Management Agent**
   i) The General Partner shall provide or cause the Property management agent to provide management reports to the Investment Limited Partner in a timely manner concerning operations, occupancy and other information essential to the management of the Property.

   ii) Upon the occurrence of certain events, including any material violations, negligence or misconduct or inadequate reporting, the Special Limited Partner will have the option to replace the Property management agent. All Property management agreements will include a termination clause allowing either the General Partner or the Property management agent to terminate the agreement by giving a 30-day advance written notice to the other party.

F. **Repurchase Obligations**
The Investment Limited Partner shall not be required to advance any unpaid Installments and the General Partner may be required to repurchase the Investment Limited Partner’s interest for the invested amount. Conditions for repurchase shall include: construction completion, break-even operations or permanent loan closing(s)/conversion(s) are not achieved or other tax credit compliance conditions are not met in a reasonable time period.

G. **Insurance Obligations**
The Partnership will provide the following insurance policies: i) an extended ALTA owner's title insurance policy in an amount not less than the permanent mortgage(s), the General Partner’s and Investment Limited Partner’s capital contributions, with all standard exceptions deleted or approved and with Fairways, non-imputation and other requested endorsements; ii) commercial general liability insurance in the minimum amount of $5,000,000 naming the Investment Limited Partner as named insured party of which not more than $2,000,000 is through an umbrella policy; (iii) builder's risk insurance through construction completion, and all risk or fire and extended coverage and, if necessary, earthquake, hurricane and flood insurance, all policies in a minimum amount equal to full replacement value; (iv) workers’ compensation as required under state law; (v) business interruption insurance coverage equal to one full year’s gross rental income or as acceptable to the Investment Limited Partner; and (vi) any other insurance as may be necessary or customary.

H. **Accountant’s Obligations**
The General Partner shall provide or cause the Partnership’s accountant to provide the following annual reports: i) federal and state tax returns for the previous year (including all supporting documentation necessary to verify the calculation of the tax credit) by February 28th and ii)
annual audited Partnership financial statements (including all supporting documentation) by March 1st. Any delays beyond the designated due date may result in a $100 per day penalty to the Partnership. The Partnership Accountant shall review and approve the basis and benefits calculations prior to the payment of the First Installment.

I. General Partner Removal
The Partnership Agreement shall contain provisions for the removal of the General Partner with cause.

8. DUE DILIGENCE PERIOD

The General Partner grants the Investment Limited Partner the exclusive right to acquire the Partnership interest commencing on the date of the initial execution of this letter of intent and terminating 60 days after receipt of the documents necessary to complete the due diligence review.

Our agreement to make the investment described in this letter of intent is subject to the accuracy of the information you have provided to us and our mutual agreement on the terms of the closing documents and review of customary due diligence which shall include those items specifically referenced in the PNC commitment for construction and term financing sent under separate cover.

This letter of intent does not expire before December 31, 2019.

PNC acknowledges the amounts and terms of all other anticipated sources of funds. The attached 15-year pro forma was prepared by MVAH Holding, LLC for Reserve at New York LLC located in Arlington. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on PNC’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. Additionally, we have performed a preliminary review of the creditworthiness of MVAH and its Principals. At this time, PNC 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.

This letter of intent is not a commitment and is subject to PNC’s underwriting, due diligence review, and market conditions at the time a letter of intent is issued following the tax credit award. During the due diligence period, PNC will conduct a due diligence review and negotiate with the General Partner, in good faith, any open terms of this letter of intent. The due diligence period will commence upon receipt by PNC of all Property and Partnership documents identified in the syndication binder. The due diligence review will include, without limitation, the verification of factual representations made by the General Partner, a review of the Property and Partnership documents, a site visit and an evaluation of the following: the experience and expertise of the General Partner, general contractor, architect and Property management agent; Property area market; an appraisal of the Property; the construction schedule; the total development budget; the residual potential of the Property and capital account analysis; Phase I environmental assessment and all subsequent reports and other relevant factors. PNC may also commission consultants to perform market analysis, construction, insurance and environmental reviews. The General Partner and PNC acknowledge that no legally enforceable relationship shall exist between General Partner and PNC unless and until the Acquisition Review Committee of PNC shall have approved the proposed transaction, and the parties shall have executed the Partnership Agreement and the other transaction and financing documents contemplated herein. The foregoing pricing assumptions for
this application letter of intent are based on current market conditions, which are subject to change in the event of a change in the federal income tax laws or regulations which would have an effect on the benefits PNC expects to receive from the transaction.

Should you have any questions, please do not hesitate to call (502) 581-2640. We look forward to working with you on this and future transactions.

Sincerely,

PNC BANK, N.A.

[Signature]

Ryan Edwards
Vice President
PNC Bank, N.A.

cc: Tricia Hurley, File

Agreed and Accepted:

Reserve at New York LLC

By: ___________________________
   Name: Brian McGeady
   Title: Authorized Signer

Date: 02/26/2019
February 28th, 2019

MVAH Development LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

To All Those It May Concern,

MVAH Development LLC proposes to defer, out of its portion of development fee, $603,467 of total development fees as part of the financing for the new construction of Reserve at New York in Tarrant County, Texas as described below:

Borrower: Reserve at New York LLC
A Texas limited liability company

Deferred Development Fee Amount: $603,467

Interest Rate: 0.00%

Term: 12 years

Amortization: Repaid from available cash flow

Collateral: This deferral will be unsecured.

Conditions: This commitment is contingent upon the following:

1) Obtaining Housing Tax Credits from TDHCA
2) Obtaining building permits.

Sincerely,

[Signature]

Brian McGeady
MVAH Development LLC
February 28, 2019

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P.O. BOX 13941  
Austin, TX 78711-3941

RE: Commitment of Development Funding by City of Arlington – Contribution to Reserve at New York (TDHCA #19143)

Dear Ms. Holloway,

I can confirm that I am the local government official with appropriate jurisdiction over the proposed community to confirm that the City Council has issued a resolution of support for the proposed community. Additionally, the City wishes for the applicant to receive 1 point for local political subdivision funding as part of their application and, as a resulted, has voted to contribute a **reduction in fees with a value of $500.00 for the benefit of the proposed development**. The City will provide these funds 60 days after an approved building permit has been issued for the proposed development.

Sincerely,

Signature: [Signature]
Name: Alex Busken  
Title: City Secretary
Resolution No. 19-049

A resolution supporting the application of Reserve at New York LLC to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 6011 New York Avenue, Arlington, Texas, to be named Reserve at New York

WHEREAS, Reserve at New York LLC has proposed a development of affordable rental housing at 6011 New York Avenue, Arlington, Tarrant County, Texas, to be named Reserve at New York; and

WHEREAS, Reserve at New York LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Reserve at New York; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Reserve at New York, Application #19143, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 19, 2019.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Reserve at New York development.

IV.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 19th day of February, 2019, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor
ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY
Sponsor Characteristics
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - No
     - If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - Yes
     - If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
     - Yes
       - The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
         - Ownership Interest: 25.000%
         - Cash flow from operations: 10.000%
         - Developer Fee: 15.000%
         - Total: 50.000% (Must equal at least 50% regardless of structure)
     - Yes
       - The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
       - Yes
         - A detailed narrative describing how that material participation will be achieved is included.
     - Yes
       - The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
       - Yes
         - A detailed narrative describing experience in each category is included.
   - Mark all that apply
     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance
     - No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
     - Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.
   - Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.
   - Points Claimed: 0
   - Total Points Claimed: 2

1/30/2019
MATERIAL PARTICIPATION PLAN

Background

Reserve at New York LLC, a Texas limited liability company (the “Partnership”), will own and operate a housing tax credit residential rental project located in Arlington, Tarrant County, Texas, to be known as Reserve at New York (the “Project”). MVAH Reserve at New York LLC, an Ohio limited liability company (“General Partner”) will serve as a managing member of the Partnership. MVAH Development LLC, a Georgia limited liability company (“Developer”) will enter into a development agreement with the Partnership to provide development services for the Project. Auxano Development LLC, a Texas limited liability company (“HUB”) is a historically underutilized business that will materially participate in the development and operation of the Project, and will receive allocations of ownership interests, cash flow, and developer fee for the Project.

The Partnership is applying for points (the “Sponsor Characteristics Points”) under Section 11.9(B)(2) of the 2019 Qualified Allocation Plan from the Texas Department of Housing and Community Affairs (the “TDHCA”). This Material Participation Plan sets forth the role of the HUB in the development and operation of the Project, as well as the shares of ownership interests, developer fee, and cash flow to be allocated to the HUB.

Material Participation

During the Compliance Period (as defined in Section 42(i) of the Internal Revenue Code), the HUB (or its successor) shall materially participate in the development and operation of the Project. The HUB shall devote such time and effort as necessary to assist the Developer in the development of the Project and such time and effort as necessary to operate the Project. During the development of and throughout the Compliance Period for the Project, the HUB shall maintain its Certification with the Texas Comptroller of Public Accounts as a HUB.

1. Development of the Project. The HUB will engage in the following activities during the development phase of the Project:
   
   (i) advise the Developer regarding the design of the Project;

   (ii) review the Project’s plans and specifications;

   (iii) assist in the selection of architects and consultants with respect to the development and construction of the Project;

   (iv) assist in obtaining construction financing for the Project; and

   (v) assist in obtaining all local approvals and permits necessary for the construction of the Project.

2. Construction of the Project. The HUB shall engage in the following activities during the construction phase of the Project:
(i) review the submission of construction loan draw requests to the construction lender;

(ii) attend construction progress meetings with the contractor and/or subcontractors;

(iii) review any changes to the Project sources and uses;

(iv) review any changes to the Project completion schedule;

(v) attend meetings with sources of financing, including the construction lender.

3. Operation of the Project. The HUB will materially participate in all aspects of operating the Project throughout the Compliance Period, including the following services:

   (i) determine the housing needs of low income families, and the manner in which the Project can be developed in a cost-effective manner to serve such needs;

   (ii) coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting low-income families, and advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;

   (iii) consider ways in which the availability of the Project as suitable housing for low income families may be made more widely known in the community;

   (iv) obtain information from and consult with low income tenants in the Project as to services which might be provided to such tenants by the Partnership;

   (v) obtain information from and consult with residents concerning social and educational services from the community which might be provided at the Project;

   (vi) ensure that the Project is developed and operated as a low-income housing project in accordance with Section 42 of the Code and in compliance with TDHCA rules and regulations;

   (vii) assist the Developer in securing funding for the Project;

   (viii) assist in supervising the management agent for the overall day-to-day management of the Project;

   (ix) review the annual operating budget for the Project;

   (x) review any changes to the Project’s marketing plan or management plan; and
(xi) perform all of its duties as the General Partner of the Partnership as set forth in the partnership agreement with the equity investor.

Ownership, Cash Flow, and Developer Fee

The share of ownership by the HUB will be 25% of the general partner interest in the Partnership. The overall ownership interests in the Partnership will be 99.99% by the investor limited partner and 0.01% by General Partner.

The share of cash flow from operations to be allocated to the HUB will be no less than 10%.

The HUB’s share of the developer fee will be no less than 15%.

In no event will the combination of ownership, cash flow from operations, and developer fee shares be less than 50%. In no event will the percentage share for each of these categories (ownership, cash flow, developer fee) be less than 5%.

Conclusion

The HUB will materially participate in major decisions regarding the development, construction, and operation of the Project. The Partnership will allocate ownership interests in the general partner, cash flow shares, and developer fee splits to the HUB that total at least 50%. The share for each of these categories will be at least 5%. At all times the HUB will materially participate and obtain meaningful compensation in the Project. A resume for the HUB is attached to this Material Participation Plan.
Texas Historically Underutilized Business (HUB) Certificate

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/tpassmblesrch/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

Certificate/VID Number: 183175834000100
File/Vendor Number: 510304
Approval Date: 12-OCT-2018
Scheduled Expiration Date: 12-OCT-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AUXANO DEVELOPMENT, 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 12-OCT-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpassmblesrch/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
Developer Qualifications

Darren W. Smith – MBA
8506 Carrie Lane, Rowlett Texas 75089
Phone: (214) 501-5720
Email: darren.smith@auxanodevelopment.com

CAREER HISTORY AND HIGHLIGHTS

Auxano Development, LLC. HUB/MBE – Rowlett, Texas
Established Sept 2018 – current
Managing Member

Auxano Development was established in 2018 as a Historically Underutilized Business and a Minority Business Enterprise for the general purpose of facilitating real estate development. As managing member, I anticipate utilizing my 20plus years of real estate development experience to be additive in enhancing the real estate development landscape. My experience allows Auxano to positively influence developments including but not limited to:

- Multi-family Housing
- New Construction
- Acquisition Rehabilitation Housing
- Senior Housing
- Commercial Office
- Medical Office
- Faith Based Financing & Construction

MVAH Partners – Rowlett, Texas
June 2018 – current
Real Estate Development Services

Assist in identifying sites suitable for the development of 9% and 4% Housing Tax Credit opportunities including but not limited to identifying development team members as well as assistance with financial structuring, design, and overall development. Assist in creating and facilitating local, federal, state, county, city, municipality, and community partner relationships

Bank of America (Community Development Corp) – Dallas, Texas
December 2005 – June 2018
SVP – Senior Equity Manager/Real Estate Development

Executed more than $320 million in total development cost of multi-family housing projects throughout the bank’s footprint. These projects included traditional bank financing, HUD, Freddie, Fannie, LIHTC, and loan assumptions. The development process included site selection, site contract negotiations, entitlements and zoning changes, negotiations with all third-party professionals. Most recently have opened new development markets for the bank through the creation of JV relationships and partnerships with local municipalities. These relationships provide for approximately $600 Million in multi-family and master-planned development opportunities. Other key accomplishments include:

- Demonstrated ability to efficiently create alternative development strategies to assist in delivering projects on time, within budget, and return yields.
- Financially restructured over $100 million in development projects to create cash flow or reduce financing restrictions/covenants.
- Prepared and delivered successful presentations on various development opportunities for approval by all levels of executive management including local and state governmental offices.
- Key facilitator in developing the policy & structure in which BACDC operates its development group
Paramount Financial Group, Inc (GMACCH) – Granville, Ohio

August 2001 – Nov 2005

SVP – Real Estate Development

Financially underwrote more than $750 million in total development cost of multi-family affordable housing projects. These projects included bank financing, HUD, Freddie, Fannie, LIHTC and both tax exempt & taxable bond financing. I created co-developed relationships for more than $200 million of multi-family housing projects. The development process included site selection, land contract negotiations, entitlements and zoning changes, negotiations with all third-party consultants, general contractor and architect qualification and selection as well as all financing aspects for each transaction. While managing the relationships with various co-development partners I also coordinated a team of both internal and external legal counsel, project construction managers, and on-site owner's representatives. Other key accomplishments include:

- Simultaneously managed development projects in Washington D.C., Texas, Virginia, as well as a portfolio of development opportunities throughout California.
- Demonstrated ability to deliver projects on time, within budget, and yield.
- Played key role in development of the New Market Tax Credit financing program for the GMAC Commercial Holdings Capital Corp. enterprise.
- Prepared and delivered successful presentations on various development opportunities for approval by all levels of executive management.
- Experienced in Section 42 – Affordable Housing Development including Tax-Exempt Bond Financing, HOME funds, CDBG funds, and city & county subordinate funds.

EDUCATION

Miami University, Oxford, Ohio
- MBA, Finance

St. Mary of the Plains College, Dodge City, Kansas
- BA, Accounting with emphasis in Business Administration

The Ohio State University – Fisher College of Business, Columbus, Ohio
- Executive Education

COMMUNITY INVOLVEMENT

- Board Member – Economic Developer Director – GSWBCC
- Board Member – Dallas Community Development Partnership
- Founder & Board Member – Metroplex Education of Youth Sports
- Coach - Garland Pee Wee Football
- Coach – Dallas Braves Baseball
- Coach & Management – Citius Baseball Organization
- Various community volunteer events and services
## Development History

<table>
<thead>
<tr>
<th>Total Project Cost</th>
<th>Units</th>
<th>Type</th>
<th>Construction Type</th>
<th>Name</th>
<th>City</th>
<th>State</th>
<th>Year</th>
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<tr>
<td>$ 5,000,000</td>
<td>50,000 SQFT</td>
<td>New Construction</td>
<td>Unity Resource Center</td>
<td>Columbus</td>
<td>OH</td>
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<td>Northeast Opportunity Center</td>
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<td>Acquisition/Rehab</td>
<td>Elsinore Courtyard</td>
<td>Washington D.C.</td>
<td>DC</td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>$ 13,000,000</td>
<td>110 Seniors</td>
<td>New Construction</td>
<td>Charter Colony</td>
<td>Richmond</td>
<td>VA</td>
<td>2004</td>
<td></td>
</tr>
<tr>
<td>$ 10,500,000</td>
<td>216 Family</td>
<td>Acquisition/Rehab</td>
<td>Audubon Apartments</td>
<td>San Antonio</td>
<td>TX</td>
<td>2006</td>
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<tr>
<td>$ 11,900,000</td>
<td>268 Family</td>
<td>Acquisition/Rehab</td>
<td>Willows Apartments</td>
<td>San Antonio</td>
<td>TX</td>
<td>2005</td>
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</tr>
<tr>
<td>$ 8,200,000</td>
<td>220 Family</td>
<td>Acquisition/Rehab</td>
<td>Countryside Apartments</td>
<td>San Antonio</td>
<td>TX</td>
<td>2008</td>
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<tr>
<td>$ 17,000,000</td>
<td>38 Family</td>
<td>Demo/Rehab/New Construction</td>
<td>Crossings at North Hills</td>
<td>North Hills/Los Angeles</td>
<td>CA</td>
<td>2009</td>
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<td>$ 20,650,000</td>
<td>49 Seniors</td>
<td>New Construction</td>
<td>Horizons at Morgan Hills</td>
<td>Morgan Hill</td>
<td>CA</td>
<td>2009</td>
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<tr>
<td>$ 8,500,000</td>
<td>24 Family</td>
<td>New Construction</td>
<td>Crossings at Morgan Hills</td>
<td>Morgan Hill</td>
<td>CA</td>
<td>2009</td>
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<tr>
<td>$ 19,800,000</td>
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<td>Demo/New Construction</td>
<td>Crossings on 29th Street</td>
<td>Los Angeles</td>
<td>CA</td>
<td>2009</td>
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<td>$ 22,000,000</td>
<td>42 Family</td>
<td>Demo/New Construction</td>
<td>Crossings at Big Bear</td>
<td>Big Bear</td>
<td>CA</td>
<td>2009</td>
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<tr>
<td>$ 23,000,000</td>
<td>140 Seniors</td>
<td>Demo/New Construction</td>
<td>HighPoint Seniors</td>
<td>Dallas</td>
<td>TX</td>
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<tr>
<td>$ 25,300,000</td>
<td>160 Family</td>
<td>Demo/New Construction</td>
<td>HighPoint Family</td>
<td>Dallas</td>
<td>TX</td>
<td>2013</td>
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</tr>
<tr>
<td>$ 7,100,000</td>
<td>200 Family</td>
<td>Demolition - Master Planner</td>
<td>Crosby Creek Apartments</td>
<td>Carrollton</td>
<td>TX</td>
<td>2013</td>
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<tr>
<td>$ 2,300,000</td>
<td>122 Family</td>
<td>Demolition - Master Planner</td>
<td>La Sombra Apartments</td>
<td>Carrollton</td>
<td>TX</td>
<td>2013</td>
<td></td>
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<tr>
<td>$ 53,700,000</td>
<td>144 Family</td>
<td>Demo/New Construction</td>
<td>Las Cortes Apartments</td>
<td>Oxnard</td>
<td>CA</td>
<td>2015</td>
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<tr>
<td>$ 58,900,000</td>
<td>120 Family</td>
<td>Pipeline High Certitude</td>
<td>Las Cortes II Apartments</td>
<td>Oxnard</td>
<td>CA</td>
<td>2018</td>
<td></td>
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<tr>
<td>$ 23,000,000</td>
<td>60 Veterans</td>
<td>Pipeline High Certitude</td>
<td>Windsor</td>
<td>Windsor</td>
<td>CA</td>
<td>2018</td>
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<tr>
<td>$ 26,000,000</td>
<td>60 Veterans</td>
<td>Pipeline High Certitude</td>
<td>Cathedral City Veterans Village</td>
<td>Cathedral City</td>
<td>CA</td>
<td>2018</td>
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</table>

## Project Capital Stack Restructuring

<table>
<thead>
<tr>
<th>Total Stack</th>
<th>Units</th>
<th>Type</th>
<th>Method</th>
<th>Name</th>
<th>City</th>
<th>State</th>
<th>Year</th>
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<tbody>
<tr>
<td>$ 6,300,000</td>
<td>220</td>
<td>Family</td>
<td>Loan Refinance</td>
<td>Asbury Park Apartments</td>
<td>Houston</td>
<td>TX</td>
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<tr>
<td>$ 7,700,000</td>
<td>216</td>
<td>Family</td>
<td>Bond Purchase/Retire</td>
<td>Aswan Village Apartments</td>
<td>Miami</td>
<td>FL</td>
<td>2007</td>
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<tr>
<td>$ 3,100,000</td>
<td>68</td>
<td>Family</td>
<td>Loan Pay down</td>
<td>Historic Ellison</td>
<td>Kansas City</td>
<td>KS</td>
<td>2007</td>
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<tr>
<td>$ 10,950,000</td>
<td>325</td>
<td>Family</td>
<td>Loan Refinance</td>
<td>Northwood</td>
<td>Houston</td>
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<tr>
<td>$ 15,200,000</td>
<td>220</td>
<td>Family</td>
<td>Fannie Forward/Refinance</td>
<td>The Orchards</td>
<td>Kansas City</td>
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<td>$ 7,700,000</td>
<td>192</td>
<td>Family</td>
<td>Bond Purchase/Refinance</td>
<td>Greenwood Apartments</td>
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<td>$ 22,100,000</td>
<td>190</td>
<td>Family</td>
<td>Restructure &amp; Derivative</td>
<td>Sycamore Green Apartments</td>
<td>Charlotte</td>
<td>NC</td>
<td>2007</td>
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<tr>
<td>$ 15,100,000</td>
<td>366</td>
<td>Family</td>
<td>Restructure</td>
<td>Stonegate Meadows Apartments</td>
<td>Kansas City</td>
<td>KS</td>
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<td>$ 6,300,000</td>
<td>62</td>
<td>Family</td>
<td>Participation Restructure</td>
<td>Vine Street</td>
<td>Kansas City</td>
<td>KS</td>
<td>2008</td>
</tr>
</tbody>
</table>
Owner and Developer Organization Charts
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

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!
Reserve at New York Ownership Organizational Structure

Reserve at New York LLC
a Texas limited liability company
Formed 1/29/19 EIN: 83-3605177

MVAH Reserve at New York LLC
a Ohio limited liability company
Formed 02/15/19 EIN: 82-3736407
Managing Member
.0075%

MVAH Holding LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3736407
100% Member

MVAH Partners LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3746970
100% Sole Member

New York Auxano GP LLC
a to be formed Texas limited liability company
Member HUB
.0025%
EIN to be determined

Auxano Development, LLC
da Texas limited liability company
Formed 08/21/18 EIN: 83-1758340
a Texas HUB
100% Member

Darren Smith
100% Sole Member

TBD
Investor Limited Partner
99.99%

Michael Riechman
50% Managing Member
Ability to exercise control

Brian McGeady
50% Managing Member
Ability to exercise control
Reserve at New York Guarantor Organizational Structure

MVAH Partners LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3746970
100% Sole Member

Michael Riechman
50% Managing Member

Brian McGeady
50% Managing Member
List of Organizations and Principals
May 6, 2019

Ms. Shannon Roth
Housing Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: shannon.roth@tdhca.state.tx.us

Re: Reserve at New York, Application #19143

Dear Ms. Roth:

Please see the following responses and associated attachments regarding the deficiency for HTC application #19143 Reserve at New York, dated May 6, 2019. The attachment includes documentation and evidence where applicable and is searchable using the attachment’s bookmarks.

1. **Tab 38 List of Organizations and Principals:** Org Box 1 and Org Box 3 are inconsistent, confirm whether or not MVAH Holding LLC and MVAH Partners LLC have TDHCA Experience. See revised Tag 38 List of Organizations and Principals.

2. **Tab 38 List of Organizations and Principals:** Org Box 5 and Org Box 6 conflict, revise and confirm rather or not MVAH Partners LLC have previous TDHCA Experience. See the two images below. See revised Tag 38 List of Organizations and Principals.

3. **Tab 39 Previous Participation Forms:** The submitted forms for both MVAH Holding and MVAH Partners indicate the entities have previous TDHCA Experience. This should be consistent with Tab 38. Revise as needed based on the previous item.
   Tab 38 List of Organizations and Principals is revised and is now consistent with Tab 39 Previous Participation.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Reserve at New York LLC</th>
<th>Role/Title: General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 9100 Centre Pointe Drive, Suite 210</td>
<td>City: West Chester</td>
<td>State: OH</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>MVAH Holding LLC</td>
<td>2.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>4.</td>
<td>MVAH Reserve at New York LLC</td>
<td>5.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: New York Auxano GP LLC</th>
<th>Role/Title: HUB Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 8506 Carrie Lane</td>
<td>City: Rowlett</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Auxano Development, LLC</td>
<td>2.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: MVAH Holding LLC</th>
<th>Role/Title: Managing Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 9100 Centre Pointe Drive, Suite 210</td>
<td>City: West Chester</td>
<td>State: OH</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>MVAH Partners LLC</td>
<td>2.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>4.</td>
<td>MVAH Reserve at New York LLC</td>
<td>5.</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>Org.</td>
<td>Organization Legal Name</td>
<td>Role/Title</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>4</td>
<td>Auxano Development, LLC</td>
<td>Role/Title</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls: 

Organization legally formed? Yes  
Date formed: 8/21/2018  
Legal Org is or will be: Limited Liability Company  
Previous TDHCA Experience? No  
Phone: (214)501-5618  
Email: darren.smith@auxanodevelopment.com  

Organization is identified on Org. Chart: Yes  
Ability to exercise Control over the Development? No  

List of Sub-Entities or Principals: 

1. Darren Smith  
TDHCA Experience: Yes  
2. Darren Smith  
TDHCA Experience: Yes  
3. Darren Smith  
TDHCA Experience: Yes  

1/27/2018  
Email: darren.smith@auxanodevelopment.com  
Affiliate of Applicant  

<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>MVAH Partners LLC</td>
<td>Role/Title</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>West Chester</td>
<td>OH</td>
<td>45069</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls: 

Organization legally formed? Yes  
Date formed: 12/12/2017  
Legal Org is or will be: Limited Liability Company  
Previous TDHCA Experience? Yes  
Phone: (513) 964-1141  
Email: Brian.McGeady@mvaahpartners.com  

Organization is identified on Org. Chart: Yes  
Ability to exercise Control over the Development? Yes  

List of Sub-Entities or Principals: 

1. Michael Riechman  
TDHCA Experience: Yes  
2. Brian McGeady  
TDHCA Experience: Yes  
3. Brian McGeady  
TDHCA Experience: Yes  

4. MVAH Partners LLC  
TDHCA Experience: No  
5. MVAH Partners LLC  
TDHCA Experience: No  
6. MVAH Partners LLC  
TDHCA Experience: No  

5/2/2019  
Email: Brian.McGeady@mvaahpartners.com  
Co-Developer  

<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tbody>
<tr>
<td>6</td>
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<td>Role/Title</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>West Chester</td>
<td>OH</td>
<td>45069</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls: 

Organization legally formed? Yes  
Date formed: 12/12/2017  
Legal Org is or will be: Limited Liability Company  
Previous TDHCA Experience? No  
Phone: (513) 964-1141  
Email: Brian.McGeady@mvaahpartners.com  

Organization is identified on Org. Chart: Yes  
Ability to exercise Control over the Development? No  

List of Sub-Entities or Principals: 

1. MVAH Partners LLC  
TDHCA Experience: No  
2. MVAH Partners LLC  
TDHCA Experience: No  
3. MVAH Partners LLC  
TDHCA Experience: No  

4. MVAH Partners LLC  
TDHCA Experience: No  
5. MVAH Partners LLC  
TDHCA Experience: No  
6. MVAH Partners LLC  
TDHCA Experience: No  

5/2/2019  
Email: Brian.McGeady@mvaahpartners.com  
Co-Developer  

<table>
<thead>
<tr>
<th>Org.</th>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<tr>
<td>7</td>
<td>Organization Legal Name</td>
<td>Role/Title</td>
<td>Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
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</table>

Name(s) of Entities the Organization Owns or Controls: 

Organization legally formed?  
Date formed:  
Legal Org is or will be:  
Previous TDHCA Experience?  
Phone:  
Email:  

Organization is identified on Org. Chart:  
Ability to exercise Control over the Development?  

List of Sub-Entities or Principals: 

1.  
TDHCA Experience:  
2.  
TDHCA Experience:  
3.  
TDHCA Experience:  

4.  
TDHCA Experience:  
5.  
TDHCA Experience:  
6.  
TDHCA Experience:  

5/2/2019  
Email:  

### List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name: Reserve at New York LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 9100 Centre Pointe Drive, Suite 210</td>
<td>City: West Chester</td>
<td>State: OH</td>
<td>Zip: 45069</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Reserve at New York LLC</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 1/29/2019</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (513) 964-1141</td>
<td>Email: <a href="mailto:Brian.McGeady@mvahpartners.com">Brian.McGeady@mvahpartners.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. MVAH Holding LLC</td>
<td>TDHCA Experience: Yes</td>
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<td></td>
</tr>
<tr>
<td>2.</td>
<td>TDHCA Experience:</td>
<td></td>
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</tr>
<tr>
<td>3.</td>
<td>TDHCA Experience:</td>
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</tr>
<tr>
<td>4.</td>
<td>TDHCA Experience:</td>
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<tr>
<td>5.</td>
<td>TDHCA Experience:</td>
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<td>6.</td>
<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name: New York Auxano GP LLC</th>
<th>Role/Title</th>
<th>HUB Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 8506 Carrie Lane</td>
<td>City: Rowlett</td>
<td>State: TX</td>
<td>Zip: 75089</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: Reserve at New York LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Date formed: na</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Phone: (214)501-5618</td>
<td>Email: <a href="mailto:darren.smith@auxanodevelopment.com">darren.smith@auxanodevelopment.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? No</td>
<td></td>
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</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. Auxano Development, LLC</td>
<td>TDHCA Experience: No</td>
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<td>2.</td>
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<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name: MVAH Holding LLC</th>
<th>Role/Title</th>
<th>Managing Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 9100 Centre Pointe Drive, Suite 210</td>
<td>City: West Chester</td>
<td>State: OH</td>
<td>Zip: 45069</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls: MVAH Reserve at New York LLC</td>
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</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Date formed: 12/12/2017</td>
<td>Legal Org is or will be: Limited Liability Company</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Phone: (513) 964-1141</td>
<td>Email: <a href="mailto:Brian.McGeady@mvahpartners.com">Brian.McGeady@mvahpartners.com</a></td>
<td></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart: Yes</td>
<td>Ability to exercise Control over the Development? Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1. MVAH Partners LLC</td>
<td>TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>TDHCA Experience:</td>
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<td>6.</td>
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<tr>
<td>Organization Legal Name</td>
<td>Role/Title</td>
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<td></td>
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</tr>
<tr>
<td><strong>Auxano Development, LLC</strong></td>
<td>Role of MD &amp; Co-Dev</td>
<td></td>
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</tr>
<tr>
<td><strong>MVAH Partners LLC</strong></td>
<td>Affiliate of Applicant</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MVAH Development LLC</strong></td>
<td>Co-Developer</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Address Information

- **Organization**
  - Address: 9100 Centre Pointe Drive, Suite 210
  - City: West Chester
  - State: OH
  - Zip: 45069
- **MVAH Holdings LLC**
  - Address: 9100 Centre Pointe Drive, Suite 210
  - City: West Chester
  - State: OH
  - Zip: 45069

### Ownership Information

1. **Michael Riechman**
   - TDHCA Experience: Yes
   - Phone: (513) 964-1141
   - Email: Brian.McGeady@mvahpartners.com
2. **Brian McGeady**
   - TDHCA Experience: Yes
   - Phone: (513) 964-1141
   - Email: Brian.McGeady@mvahpartners.com
3. **MVAH Partners LLC**
   - TDHCA Experience: Yes
   - Phone: (513) 964-1141
   - Email: Brian.McGeady@mvahpartners.com

### Previous TDHCA Experience

- **Auxano Development, LLC**
  - Date formed: 8/21/2018
  - Phone: (214) 501-5618
  - Email: darren.smith@auxanodevelopment.com

### Other Information

- **MVAH Development LLC**
  - Date formed: 12/12/2017
  - Phone: (513) 964-1141
  - Email: Brian.McGeady@mvahpartners.com

---

5/6/2019
Previous Participation
Previous Participation Form

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Person/Role: Reserve at New York LLC
Email Address: justin.gregory@mvahpartners.com
City & State of Home Addr: West Chester, OH
Applicant Legal Name: Reserve at New York LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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<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>
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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

☐ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
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<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
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<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
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<td>NSP</td>
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**Person/Role:** MVAH Reserve at New York LLC  
**Email Address:** justin.gregory@mvahpartners.com  
**City & State of Home Addr:** West Chester, OH  
**Applicant Legal Name:** Reserve at New York LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<tr>
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<td>HBA</td>
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<tr>
<td>Self-Help</td>
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<td>Other:</td>
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<tr>
<td>NSP</td>
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**Person/Role:** MVAH Holding LLC  
**Email Address:** justin.gregory@mvahpartners.com  
**City & State of Home Addr:** Westchester, OH  
**Applicant Legal Name:** Reserve at New York LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<thead>
<tr>
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<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>12271</td>
<td>Western Center Reserve</td>
<td>Ft. Worth</td>
<td>HTC</td>
<td>Aug-12</td>
<td>na</td>
</tr>
<tr>
<td>13102</td>
<td>Reserve at McAlister</td>
<td>Ft. Worth</td>
<td>HTC</td>
<td>Aug-13</td>
<td>na</td>
</tr>
<tr>
<td>13118</td>
<td>Oak Ridge Apartments</td>
<td>Nolanville</td>
<td>HTC, HOME</td>
<td>Aug-13</td>
<td>na</td>
</tr>
<tr>
<td>15303</td>
<td>Reserve at Engel Road</td>
<td>New Braunfels</td>
<td>HTC</td>
<td>Aug-15</td>
<td>na</td>
</tr>
<tr>
<td>15408</td>
<td>Reserve at Quebec</td>
<td>Ft. Worth</td>
<td>HTC</td>
<td>Sep-15</td>
<td>na</td>
</tr>
<tr>
<td>16184</td>
<td>Reserve at Hagan</td>
<td>Whitehouse</td>
<td>HTC, HOME</td>
<td>Dec-16</td>
<td>na</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

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<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
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</tr>
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</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:justin.gregory@mvahpartners.com">justin.gregory@mvahpartners.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Westchester, OH</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Reserve at New York LLC</td>
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</tbody>
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1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<tr>
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<td>Reserve at McAlister</td>
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Person/Role: Michael Riechman
Email Address: justin.gregory@mvahpartners.com
City & State of Home Addr: West Chester, OH
Applicant Legal Name: Reserve at New York LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<td>HTC, HOME</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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Person/Role: Brian McGeady
Email Address: justin.gregory@mvahpartners.com
City & State of Home Addr: West Chester, OH
Applicant Legal Name: Reserve at New York LLC

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| Person/Role: | New York Auxano GP LLC |
| Email Address: | darren.smith@auxanodevelopment.com |
| City & State of Home Addr: | Rowlett, TX |
| Applicant Legal Name: | Reserve at New York LLC |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: Auxano Development, LLC
Email Address: darren.smith@auxanodevelopment.com
City & State of Home Addr: Rowlett, TX
Applicant Legal Name: Reserve at New York LLC

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Person/Role:  
Email Address: darren.smith@auxanodevelopment.com
City & State of Home Addr: Rowlett, TX
Applicant Legal Name: Reserve at New York LLC

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**Person/Role:** MVAH Development LLC

**Email Address:** justin.gregory@mvahpartners.com

**City & State of Home Addr:** West Chester, OH

**Applicant Legal Name:** Reserve at New York LLC

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</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

   ![X](https://example.com/checkbox.png)

   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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<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
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| Other:             |      |           |      | NSP       |
40 Nonprofit Participation
Not Applicable
Nonprofit Supporting Documents
Not Applicable
Development Team Members
### Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

**Developer:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>MVAH Development LLC</td>
<td>Brian McGeady</td>
<td>(513) 964-1141</td>
<td>Yes</td>
<td>82-3736327</td>
<td><a href="mailto:Brian.McGeady@mvahpartners.com">Brian.McGeady@mvahpartners.com</a></td>
</tr>
<tr>
<td>Developer:</td>
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**Housing General Contractor:**

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**Infrastructure General Contractor:**

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**Cost Estimator:**

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**Architect:**

<table>
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<tr>
<th>Contact Name</th>
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<tbody>
<tr>
<td>BDCL Architects, inc.</td>
<td>Kirk Paisley</td>
<td>(614) 571-9540</td>
<td>No</td>
<td>82-4094385</td>
<td><a href="mailto:kirk.paisley@bdclarchitects.com">kirk.paisley@bdclarchitects.com</a></td>
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2/28/2019
### Engineer:

<table>
<thead>
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<th>Contact Name</th>
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Certified Texas HUB? □
This is a direct or indirect, financial, or other interest with Applicant or other team members* □

### Civil Engineer:

<table>
<thead>
<tr>
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<th>Phone</th>
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<tbody>
<tr>
<td>BGE, Inc.</td>
<td>(817) 872-6005</td>
</tr>
<tr>
<td>David Greer</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:dgreer@bgeinc.com">dgreer@bgeinc.com</a></td>
<td>tbd</td>
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<table>
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<tr>
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<tbody>
<tr>
<td><a href="mailto:mjones@coatsrose.com">mjones@coatsrose.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* □

### Market Analyst:

<table>
<thead>
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<tbody>
<tr>
<td>Apartment MarketData, LLC</td>
<td>(210) 530-0040</td>
</tr>
<tr>
<td>Darrell Jack</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
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Certified Texas HUB? □
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### Appraiser:

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Certified Texas HUB? □
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### Attorney:

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<tbody>
<tr>
<td>Coats Rose, PC</td>
<td>(972) 982-8453</td>
</tr>
<tr>
<td>Mattye Gouldsby Jones</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:mjones@coatsrose.com">mjones@coatsrose.com</a></td>
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Certified Texas HUB? □
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### Accountant:

<table>
<thead>
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<tbody>
<tr>
<td>Tidwell Group</td>
<td>(205) 271-5514</td>
</tr>
<tr>
<td>Jessica Smith</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jessica.smith@tidwellgroup.com">jessica.smith@tidwellgroup.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* □

2/28/2019
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<th>Property Manager:</th>
<th>Originator of Underwriter:</th>
<th>Bond Issuer:</th>
<th>Syndicator:</th>
<th>Supportive Services Provider:</th>
<th>Supportive Services Provider:</th>
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<td>Contact Name: Brian M. McGeady</td>
<td>Contact Name: Ryan Edwards</td>
<td>Contact Name: Ryan Edwards</td>
<td>Contact Name: Ryan Edwards</td>
<td>Contact Name: Ryan Edwards</td>
<td>Contact Name: Ryan Edwards</td>
</tr>
<tr>
<td>Phone: (513) 964-1141</td>
<td>Phone: (502) 581-2640</td>
<td>Phone:</td>
<td>Phone: (502) 581-2640</td>
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<tr>
<td>Email: <a href="mailto:ryan.mcgeady@mvahpartners.com">ryan.mcgeady@mvahpartners.com</a></td>
<td>Email: <a href="mailto:ryan.l.edwards@pnc.com">ryan.l.edwards@pnc.com</a></td>
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<tr>
<th>Title Company</th>
<th>Chicago Title Company</th>
<th>Paige Harrell</th>
<th>(972) 419-4728</th>
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<tr>
<th>Application Consultant:</th>
<th>Structure Development</th>
<th>Sarah Andre</th>
<th>(512) 698-3369</th>
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<td></td>
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<th>ESA Provider:</th>
<th>Phase Engineering</th>
<th>Tracy Watson</th>
<th>(210) 997-4056</th>
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<tr>
<th>Other:</th>
<th>Auxano Development, LLC</th>
<th>Darren Smith</th>
<th>(214) 501-5618</th>
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<tr>
<td></td>
<td><strong>Contact Name</strong></td>
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<td><a href="mailto:darren.smith@auxanodevelopment.com">darren.smith@auxanodevelopment.com</a></td>
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| Other: | | **Contact Name** | Phone |
|--------|------------------|-------|
|        |                  |       |       |
|        | **Email**        |       |       |
|        | Proposed Fee     |       |       |
|        | Tax ID Number (TIN) | |
|        | **Certified Texas HUB?** | |
|        | This is a direct or indirect, financial, or other interest with Applicant or other team members* |   |

2/28/2019
Identity of Interest
Reserve at New York

MVAH

Michael Riechman and Brian McGeady are the Principals of MVAH and have common control of all the following MVAH entities identified as Development Team Members:

- Developer: MVAH Development LLC
- Property Manager: MVAH Management LLC
Architect Certification Form
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]

February 19, 2019

[Date]

Kirk Paisley

[Printed Name]

Texas License No. 27701

[License Number and State]

BDCL Architects, PC

[Firm Name (If applicable)]
February 28, 2019

Ms. Margaret Holloway
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: Reserve at New York, TDHCA ID #19143, Arlington, Texas
Architect’s Accessibility Statement

Dear Ms. Holloway:

The development is comprised of (9) 2-story townhome buildings of various sizes and counts and (1) 1-story villa building with a total of 84 units. None of the buildings have elevators. Based on this layout, the following statement describes how the development complies with the Fair Housing Requirements per 10 TAC §10.101(b)(8)(B).

DISTRIBUTION OF TOTAL NUMBER OF UNITS BY TYPE

- (36) one bedroom, one bathroom type units designated as 1 bedroom types 1A, 1B & 1C units
- (24) two bedroom, one and a half bathroom type units designated as 2 bedroom types 2A, 2B & 2C units
- (4) two bedroom, one and a half bathroom type villa units designated as 2 bedroom types 2AV, 2BV, and 2CV
- (20) three bedroom, two bathroom type units designated as 3 bedroom types 3A, 3B & 3C units

MOBILITY UNITS - 6 units, or 7.1% [must be at least 5% and distributed across all unit types]

- (2) one bedroom, one bathroom type units designated as a Type 1A Accessible units
- (1) two bedroom, one and a half bathroom type unit designated as a Type 2AV Accessible unit
- (2) two bedroom, one and a half bathroom type units designated as Type 2A Accessible units
- (1) three bedroom, two bathroom type unit designated as a Type 3A Accessible unit
HEARING AND VISUAL IMPAIRMENT UNITS - 4 units, or 4.8% [must be at least 2% and distributed across all unit types]
- (1) one bedroom, one bathroom type unit designated as Type 1C S&H
- (1) two bedroom, one and a half bathroom type unit designated as Type 2C S&H
- (1) two bedroom, one and a half bathroom type unit designated as Type 2CV S&H
- (1) three bedroom, two bathroom type units designated as Type 3C S&H

PARKING - Total of 173 Parking Spaces with 11 Accessible Parking Spaces or 6.0% of total parking
- There are a total of (4) amenities for which accessible parking is being provided. Those amenities are: Clubhouse, Playground, Pool, & Dumpster Enclosure. In addition to the 4 APSs provided for the amenities, a total of 7 additional spaces are being provided in order to include a minimum of 1 space per accessible unit plus an additional 2% of the spaces that are above the minimum 1 per unit required.

Sincerely,

Kirk Paisley, AIA, NCARB, CSI, CDT, LEED AP
President
BDCL Architects
Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- An Experience certificate issued by the Department under the 2019 QAP.
- An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department's Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
January 17, 2018

Mr. Brian McGeady
9349 Waterstone Boulevard, Suite 200
Cincinnati, Ohio 45249

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Mr. McGeady:

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
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>
</tr>
</thead>
<tbody>
<tr>
<td>1. Brian McGeady</td>
</tr>
<tr>
<td>2. Michael Riechman</td>
</tr>
<tr>
<td>3. Darren Smith</td>
</tr>
<tr>
<td>4. MVAH Partners LLC</td>
</tr>
<tr>
<td>5. Auxano Development, LLC</td>
</tr>
<tr>
<td>6. MVAH Holding LLC</td>
</tr>
<tr>
<td>7. MVAH Development LLC</td>
</tr>
<tr>
<td>8. MVAH Reserve at New York LLC</td>
</tr>
<tr>
<td>9. New York Auxano GP LLC</td>
</tr>
<tr>
<td>10. Reserve at New York LLC</td>
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<td>11.</td>
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<td>12.</td>
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<td>13.</td>
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<td>28.</td>
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<tr>
<td>29.</td>
</tr>
<tr>
<td>30.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
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<td>Yes</td>
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<td>Yes</td>
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<td>Yes</td>
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<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By:       
Signature of Applicant  
2/11/2019 Date  
Authorized Signer  

2/17/2019
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: Brian McGeady

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☐ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☐ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
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</thead>
<tbody>
<tr>
<td>Reserve at Risinger</td>
<td>3</td>
<td>Fort Worth</td>
<td>37.50%</td>
<td>42.50%</td>
</tr>
<tr>
<td>Reserve at New York</td>
<td>3</td>
<td>Arlington</td>
<td>37.50%</td>
<td>42.50%</td>
</tr>
<tr>
<td>Reserve at Lake Shore</td>
<td>8</td>
<td>Waco</td>
<td>37.50%</td>
<td>42.50%</td>
</tr>
</tbody>
</table>

I acknowledge that Brian McGeady is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate, or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate, or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Brian McGeady

Printed Name

Date: 2/11/19
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form: Michael Riechman

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [x] a Developer for the Applicant for this specific Application  
- [ ] an Affiliate to the Applicant  
- [ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

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I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]  
Michael Riechman  
02-19-19  
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: Darren Smith

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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I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: Signature of Applicant, Developer, Affiliate, or Guarantor (as appropriate)  Darren Smith Printed Name  2-15-19 Date

2/11/2019
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: MVAM Partners LLC

Which is:  
☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
☐ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
☐ a Developer for the Applicant for this specific Application
☐ 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 hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature]
MVAH Partners LLC
Printed Name
Date: 02/11/2019
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
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- [ ] 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 [ ] is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  
[Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Aurora Development, LLC  
Printed Name  
Date: 2-15-19

2/11/2019
# 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: MVAH Holding LLC

Which is:  
- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [ ] a Guarantor on the Application

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<td>Reserve at New York</td>
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<td>Arlington</td>
<td>75.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Reserve at Lake Shore</td>
<td>6</td>
<td>Waco</td>
<td>75.00%</td>
<td>0.00%</td>
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</table>

I acknowledge that **Brian McGoardy** is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

**By:**

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

**MVAH Holding LLC**

Printed Name

Date: 2/11/2019
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: MVAH Development LLC

Which is:  
- [ ] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
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Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reserve at Risinger</td>
<td>3</td>
<td>Fort Worth</td>
<td>0.00%</td>
<td>85.00%</td>
</tr>
<tr>
<td>Reserve at New York</td>
<td>3</td>
<td>Arlington</td>
<td>0.00%</td>
<td>85.00%</td>
</tr>
<tr>
<td>Reserve at Lake Shore</td>
<td>8</td>
<td>Waco</td>
<td>0.00%</td>
<td>85.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Brian McGady is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate, or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)] MVAH Development LLC

[Printed Name]  [Date: 2/11/2019]
**Community Input Scoring Items**

<table>
<thead>
<tr>
<th>TDHCA#: 19143</th>
</tr>
</thead>
</table>

1. **Local Government Support - §11.9(d)(1)** - Only check the box if support documents are included in the Application.

   - **Resolution(s) of either "no objection" or "support" is included behind this tab.**
     - City of Arlington
     - Name of Local Government Body: **na**
     - Name of Local Government Body (if applicable)

2. **Quantifiable Community Participation - §11.9(d)(4)**

   - Application expects to receive QCP points.

3. **Community Support from State Representative - §11.9(d)(5)**

4. **Input from Community Organizations - §11.9(d)(6)**

   - Applicant has included one or more letters of support or opposition behind this tab.

   **List information for each of the letters below:**

   **A. Tarrant County Samaritan Housing, Inc.**
   - Name of Community Organization: Norbert White
   - Contact Name
   - **Support**
   - **Opposition**

   **B. Catholic Charities Fort Worth**
   - Name of Community Organization: Paul Boyd
   - Contact Name
   - **Support**
   - **Opposition**

   **C. City Square Housing**
   - Name of Community Organization: Chad Baker
   - Contact Name
   - **Support**
   - **Opposition**

   **D. Buckner Children and Family Services**
   - Name of Community Organization: Candace Gray
   - Contact Name
   - **Support**
   - **Opposition**

   **E. Arlington Life Shelter Center**
   - Name of Community Organization: Becky Orander
   - Contact Name
   - **Support**
   - **Opposition**

   **F. **
   - Name of Community Organization
   - Contact Name
   - **Support**
   - **Opposition**

**2/28/2019**

**Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

**Note that resolutions are due March 1, 2019**

**Note that letters are due March 1, 2019**
Resolution No. 19-049

A resolution supporting the application of Reserve at New York LLC to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 6011 New York Avenue, Arlington, Texas, to be named Reserve at New York

WHEREAS, Reserve at New York LLC has proposed a development of affordable rental housing at 6011 New York Avenue, Arlington, Tarrant County, Texas, to be named Reserve at New York; and

WHEREAS, Reserve at New York LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Reserve at New York; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Reserve at New York, Application #19143, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 19, 2019.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Reserve at New York development.

IV.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 19th day of February, 2019, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

[Signature]

W. JEFF WILLIAMS, Mayor
Mr. David Cervantes  
Acting Executive Director  
Texas Department of Housing and Community Affairs  
221 E 11th St  
Austin, TX 78701

RE: Reserve at New York, 6011 New York Avenue, Arlington, Texas 76018

Dear Mr. Cervantes:

I am writing to express my support for the Reserve at New York project.

As the need for quality affordable housing continues to grow, I am grateful to have the opportunity to support projects like Reserve at New York that make quality housing accessible to House District 101 residents, regardless of income.

I encourage you to support this application for the 2019 cycle.

If you have any questions, please contact my district director, Miles Wilson, at 817-459-2800 or miles.wilson@house.texas.gov.

Sincerely,

Chris Turner
February 11, 2019

Acting Director David Cervantes
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas, 78701

Re: Letter of Support- Reserve at New York

Dear Mr. Cervantes,

Please let this letter serve to acknowledge that Tarrant County Samaritan Housing, Inc. supports the Reserve at New York, a proposed multifamily, affordable housing community located at 6011 New York Avenue, in the City of Fort Worth.

Tarrant County Samaritan Housing, Inc. is a certified 501c(3) non-profit organization whose mission is to create a supportive community providing housing and resources for positive change in the lives of persons living with HIV/AIDS and other special needs.

Should you require any additional information or have questions about our organization, please feel free to contact me at nwhite@samaritanhouse.org.

We look forward to hearing a positive outcome of this application process for the Reserve at New York.

Sincerely,

Norbert White
President and CEO
Tarrant County Samaritan Housing, Inc.

cc: Reserve at New York LLC
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 15, 2019

TARRANT COUNTY SAMARITAN HOUSING, INC.
929 HEMPHILL ST
FORT WORTH, TX 76104-3126

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 08-13-1990
Sales and use tax, as of 02-13-1992

(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: 30114155127

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.

<table>
<thead>
<tr>
<th>TARRANT COUNTY SAMARITAN HOUSING, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Taxpayer Number</td>
</tr>
<tr>
<td>Mailing Address</td>
</tr>
<tr>
<td>Right to Transact Business in Texas</td>
</tr>
<tr>
<td>State of Formation</td>
</tr>
<tr>
<td>Effective SOS Registration Date</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
</tr>
<tr>
<td>Registered Agent Name</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
</tr>
</tbody>
</table>

CREATING POSITIVE CHANGE

for individuals and families who are affected by major health conditions, substance abuse issues, and mental illness; and who are homeless or at-risk of homelessness.

LEARN MORE  SEE DAWN'S STORY

Dawn
Samaritan House Resident

OUR MISSION

The mission of Samaritan House is to create a supportive community providing housing and resources for positive change in the lives of persons living with HIV/AIDS and other special needs.

Want to learn more?
Click the "Watch Video" button below to view a short video about us.

WATCH VIDEO

Want to apply for residency?
Click the "Apply for Residency" button to access our application.

OUR SERVICES

The services of Samaritan House follow a comprehensive continuum of care that moves residents from a maximally supportive environment to one that allows them to live as independent as possible.

Areas of service include:
- Affordable Housing
- Social Services
- Workforce Training
- Family Health and Education
- Nutrition
- Substance Abuse Recovery
- 24-Hour Resident Support
- Medical Transportation
HOW YOU CAN HELP

Samaritan House depends on the support of individuals and community-minded organizations to meet the needs of residents. Here are some ways you can help:

- Attend one of our fundraising events, such as Joe's Run.
- Monetary Donation - Click to donate now.
- In-kind Donation. All donations go directly to support our residents - Current needs.
- Volunteer - Click for information.

UPCOMING EVENTS

- **Monthly Lunch & Learn** - Third Thursday Of Each Month
  Join us for a brief overview of Samaritan House programs, volunteer opportunities and tour our campus. Learn More

- **Joe's Run** - June 1, 2019
  Run or walk the 5K/10K, enjoy breakfast tacos, music and award ceremony. Watch Video. Learn More

- **Open Doors To Hope** - August 24, 2019
  This signature event supports housing and comprehensive services to individuals and families living with HIV/AIDS, chronic disease, mental illness, or physical disabilities. Learn More

- **Hope Celebration - Volunteer Appreciation Dinner** - April 10, 2019
  Volunteer Appreciation Dinner. Learn More

SITE MAP

- Home
- Mission
- Annual Reports
- Board
- Leadership
- Employment
- Housing Options
- Resident Services
- Be a Volunteer
- Donations
- Events
- Privacy Policy

STAY CONNECTED

- Facebook
- YouTube

CONTACT SAMARITAN HOUSE

- 929 Hemphill Street, Fort Worth, TX 76104
- Phone: 817.332.6410
- TTY/TDD (Relay Assistance):
  1-800-735-2988 "press 1"
- info@samaritanhouse.org

Samaritan House is a 501(c)(3) organization. Gifts are tax deductible to the full extent allowable under the law.
After twenty-seven years in the Fort Worth community, Samaritan House still stands as a refuge for individuals and families affected by homelessness, substance abuse issues, and mental & physical disabilities. As the largest organization of its kind in Tarrant County, we operate with the mission to create a supportive community providing housing and resources for positive change in the lives of men, women and children. Our core services are built around our residents’ comprehensive needs of shelter, stability and self-sufficiency. Through the support of the community, men, women and children coming from homelessness have hope and the possibility of gaining greater independence and achieving success than ever before. Our services are vital to Fort Worth as individuals and families overcome challenges and transition to independence.

**Accomplishments in 2018**

- Samaritan House provided shelter and services for 350 households (200 children)
- 73% of Samaritan House households who remained at Samaritan House for 12 months or more reported increased or stable income corroborated by earning documentation
- 78% of adult residents indicate improved physical health and 73% report increased mental health since entering Samaritan House programs as indicated in Resident Impact Surveys
- 95% of children residing in Samaritan House programs advanced in grade level
- 88% of our residents maintained stable housing for at least one year as indicated by lease records

**Homelessness in Tarrant County:**
In January of 2018, there were more than 2,000 homeless men, women & children living in uninhabitable conditions in the City of Fort Worth. (TCHC, 2018)

**Where we are going...**
The need for more permanent supportive housing continues to grow dramatically due to the rapid growth in Tarrant County. The inventory of affordable housing is becoming a scarcity, causing more low-income individuals and families to live in uninhabitable conditions, like their cars. Samaritan House is committed to providing an increased supply of affordable housing over the next 24 months.

Drew is one of the 200 children who live at Samaritan House. He received his first ever backpack and school supplies thanks to the many supporters that donated to our Back to School Bash in August.
VOLUNTEER

For more information please contact

Becky Rasbeary
817-332-6410 ext. 102
brasbeary@samaritanhouse.org

VOLUNTEER GUIDELINES
RELEASE OF LIABILITY

VOLUNTEER OPPORTUNITIES:

Life Skills/Enrichment Activities

Do you have a special skill or passion that you would like to share with our residents? If so, please consider being a guest speaker or facilitator for one of our Life Skills Training sessions. Examples would be: health and hygiene, budgeting, resume writing, interviewing skills, basic computer skills, time management, interpersonal communication, conflict resolution, painting, cooking, smoking cessation, or recreation therapy.

Tutors

Monday and Wednesday 6:00pm – 8:00pm

Our literacy programs provides a range of learning opportunities – GED prep, ESL and helping children and adults with improving reading, math, science and writing skills.

SAM Youth Enrichment Center

Monday and Wednesday 3:30pm – 5:00pm

Youth Enrichment Center is a weekly opportunity to gather our children for different activities. Volunteers will help facilitate the program and interact with our children for quality and safe time with adults. Our focus is to provide examples of positive and healthy relationships for youth while having fun! Some activities may include board games, arts and crafts, music, goal setting, fun learning, community enrichment, nutrition, etiquette, etc. Healthy snacks are welcome.

Decorating Assistance

Flexible days and hours 9:00am-5:00pm

Samaritan House has several information bulletin boards spread across our campus that informs residents about ongoing programs, activities, and resources. We would like to make them more inviting and seasonal, also interesting, to draw attention to those resources. This would be a great group activity or if you are really into decorating and creativity, we would love to have your help.
Recreation Activities
Hosting an activity such as Bingo, Scrabble, Monopoly, Trivia, ice cream social, arts & crafts, yoga, etc., are fun ways to engage with our residents while helping them sharpen their social skills. Your group can also sponsor a party or other event, just bring us your suggestions!

Supper Clubs
Evenings 5:30pm – 7:30pm
Every night of the month, a different volunteer group provides or prepares, and serves dinner to our Single Room Occupancy (SRO) residents. Supper Clubs either prepares the meals of their choosing in our fully equipped kitchen, order take out, or prepare meals/dishes at home. The group is responsible for serving the food to our residents and cleaning up afterwards.

Special Events Committee
Samaritan House has two fundraising events every year, Joe’s Run In June and Open Doors To Hope in August. If you are interested in serving on the planning committee for one of these events please let us know. There are several ways to be involved such as sponsorships, logistics, registration, entertainment, decorations and marketing. The committees meet monthly at lunchtime for one hour.

Gardening
A dedicated group of Master Gardeners supervise maintenance of the Samaritan House flower and organic vegetable gardens. Additional groups and individuals are welcome to share the work by doing special projects such as building flower beds, weeding, planting and sprucing up the areas around the campus.

Maintenance
Groups of adults or students can assist with readying units for a new occupant or keeping our buildings in excellent condition. We always appreciate professionals who volunteer to be on call for plumbing, electrical and HVAC problems.

Support Tarrant County Samaritan Housing, Inc.
When you shop at smile.amazon.com, Amazon donates.

Go to smile.amazon.com

AmazonSmile

© Copyright 2019 Samaritan House, Website by Immotion Studios.
February 19, 2019

Acting Director David Cervantes
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Letter of Support - Reserve at New York

Dear Mr. Cervantes:

Please let this letter serve to acknowledge that Catholic Charities of Fort Worth supports Reserve at New York, a proposed multifamily affordable housing community located at 6011 New York Avenue, in the City of Arlington.

Catholic Charities of Fort Worth is a certified 501c(3) non-profit organization whose mission is to provide service to those in need, to advocate compassion and justice in the structures of society, and to call all people of good will to do the same.

Should you require any additional information or have questions about our organization, please feel free to contact me. Attached is some material about our organization and its services. Thank you for your kind attention.

We look forward to hearing a positive outcome of this application process for Reserve at New York.

Sincerely,

[Signature]

Paul Royd
Chief Operating Officer and Interim CEO
Catholic Charities Fort Worth

cc: Reserve at New York LLC
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 21, 2019

CATHOLIC CHARITIES, DIOCESE OF FORT WORTH, INCORPO
PO BOX 15610
FORT WORTH, TX 76119-0610

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 10-29-1971
- Sales and use tax, as of 08-29-1977

(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: 17508087693

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.
About Us

Catholic Charities Fort Worth (CCFW) is an enterprising nonprofit with a belief that ending poverty is possible. Our diverse services, poverty solutions, and income-generating social enterprises help tens of thousands in our 28 county diocese each year, most of whom are the working poor, some of whom are even Catholic. We strategically challenge the way poverty is addressed nationwide by scrupulously testing our own case management methods through research partnerships, exporting our known solutions to other non-profits, and serving as a resource for what works on Capitol Hill. We have a bold goal to end poverty for 10,000 families in our community by 2026. We invite you to come and check out our nonprofit 2.0 approach.

Help end poverty, one family at a time.

“The first comprehensive approach to ending poverty”
See how our research initiatives Padua and Stay the Course plan to make a nationwide impact on ending poverty.

Maximizing Our Social Impact
Our Social Enterprises have proven success furthering our mission by addressing social needs.

“They have been there when no one else would.” – Samantha Kott
Read what others are saying about our services and how we have impacted lives throughout North Texas.

Our Challenges

In Fort Worth...

18% of individuals and families live in poverty

35% of jobs are low-wage

1/4 children are food insecure
Our Approach

We take poverty personally.

At Catholic Charities Fort Worth we have seen years of success working to help those affected by poverty. We have been able to grow our services, expand our reach, and improve the lives of our clients.

"Accompanying on its own is not enough. It is not enough to offer someone a sandwich unless it is accompanied by the possibility of learning how to stand on one’s own two feet. Charity that leaves the poor person as he is, is not sufficient. True mercy, the mercy God gives to us and teaches us, demands justice, it demands that the poor find the way to be poor no longer. It asks — and it asks us, the Church, us, the City of Rome, it asks the institutions — to ensure that no one ever again stand in need of a soup-kitchen, of makeshift lodgings, of a service of legal assistance in order to have his legitimate right recognized to live and to work, to be fully a person."

— Pope Francis

Holistic solutions mean recognizing the human dignity of each individual and structuring services that emphasize self-worth. We’re not interested in a mere transactional relationship. We want to transform lives.

In 2017, because of Catholic Charities Fort Worth:

- 622 people were trained for jobs
- 399 students increased their likelihood of success
- 543 people became U.S. citizens
- 100%
- 193
Refugees
There are more than 16 million refugees in the world today. Refugees come to us to escape persecution based on race, religion, nationality, social status, and more. They come to us ready for a new life and we provide the housing, health, language, and education support that’s needed for long-term success.

Immigrants
One in six Texans is an immigrant. Isn’t it time we treat them as true Texans? Our Immigration Services address legal, financial, language, citizenship and career needs that help each person become part of the community. Our immigration services respond to one simple Gospel call: “I was a stranger and you welcomed me.” (Mt. 25:35)

Veterans
25% of veterans who served in Iraq or Afghanistan have trouble feeding themselves or their families. We rely on these men and women to protect our country but fall short to be there for them when they return home. We work with the US Department of Veterans Affairs to promote housing stability and link veterans to needed benefits.

Homeless
More than 1,000 people were identified as homeless in the Tarrant County 2017 count. The government’s definition of homeless excludes many of those in need. Instead of working to help, many communities have enforced laws that criminalize the homeless. We want to help each person without a place to live find stability in a place to call home.

Vulnerable Populations
26% of children in Fort Worth live in poverty. Children and senior citizens are some of the most vulnerable groups in our community. Our goal is to ensure each person, no matter what age, is safe from abuse or neglect and is given the respect and dignity they deserve. We have services designed to address the specific needs of the elderly and children.

Working Poor
In Tarrant County, 44% of those in poverty are employed. Despite having a stable income, these people still struggle to provide basic necessities for their families. Our Workforce Services address the barriers to employment to help move each client from the safety net to the stability of solid ground.

Why We Serve
We take seriously Christ’s call to treat all persons with dignity. And our goal is to give each client the opportunity to get completely out of poverty.

With the way the federal system is designed, people receive services for each of their needs independently from other problems they may be facing. The current welfare structure requires people to follow prescribed programs that may not meet their needs or help them make any progress. By failing to customize benefits to individual needs, we rob people of the right to be the authority on their own lives, to manage their own situations, and to fully participate in the process of achieving their highest potential.

That’s where we come in. Case management allows us to serve in a holistic way. We believe that by focusing on serving the people rather than just addressing a single issue, we can effectively eradicate poverty and the issues that trap people in its cycle.
Our Initiatives

Social enterprise is about maximizing social impact.

Each business has a purpose; to use its products, services and employment opportunities to help those in need. Social enterprises provide CCFW with a sustainable model that empowers us to take action when we identify an unmet need in our community.

At Catholic Charities Fort Worth, we know how to utilize the power of the marketplace to propel our mission. We know how to use our business acumen to elevate the common good. And we know how to take action.

TIN™

Weaving together human touch and technology.

Translation and Interpretation Network (TIN) is designed to bridge the language gap and provide opportunities to immigrants and refugees. TIN is the leading provider of translation and interpretation services in DFW, and has proven success for our clients since its inception in 1999. Composed of a linguistically and culturally diverse staff, TIN makes it easier for those in need to access health care, immigration and social services, education, and legal support.

Visit the TIN website to learn more

Transportation with Purpose™

Transportation is about more than just getting from point A to B.

Lack of transportation is one of the largest barriers to employment and the leading cause of missed and delayed healthcare. We decided to do something about it and began our Transportation Program in 2011 with four vehicles and a vision. Now we have a fleet of vehicles and provide over 80,000 trips annually.

Our Transportation Program provides demand responsive services to those who need transportation outside of the Fort Worth Transportation Authority’s (The T) service area or outside of their hours of operation. Catholic Charities Fort Worth provides services to meet the variety of mobility needs our community have.

Transportation services are provided to CCFW clients and partner agencies for employment, medical appointments, and public benefit office visits, and operates from Monday through Friday.

We are always looking for volunteers to help us provide transportation service to those in need or assist with operations. If you want to get involved, please email mthenscheid@ccdfw.org.
IMMIGRATION SERVICES

One in six Texans is an immigrant.

With a focus on family reunification, our Immigration Services is a fee for service department that provides legal assistance including personal consultations, application preparation and filing, and legal representation in the areas of family-based immigration, humanitarian relief, and citizenship services, including ESL/Civics classes.

Visit our Immigration website to learn more

CCEW IMMIGRATION

Dental Practice

Our Dental Practice provides professional care to children and adults alike with treatment plans based on patient needs.

SERVICES

Preventive Care - Exams, x-rays, cleanings and consultations

General Services - Fillings, crowns and bridges

Specialty Services - Root canal, dentures, partial dentures and surgical extractions

Affordable Dental Care for the Community

Oral Healthcare is key to overall health. To serve our communities’ dental needs, Catholic Charities Fort Worth provides high quality dental care with a fee structure designed for low and moderate income families.
February 21, 2019

Acting Director David Cervantes
Texas Department of Housing and
Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Letter of Support - Reserve at New York

Dear Mr. Cervantes:

Please let this letter serve to acknowledge that CitySquare Housing supports Reserve at New York, a proposed multifamily affordable housing community located at 6011 New York Avenue, in the City of Arlington.

CitySquare Housing is a certified 501c(3) non-profit organization whose mission is to enhance communities and establish economic opportunities through the development of low-income, affordable, and workforce housing.

Should you require any additional information or have questions about our organization, please feel free to contact me. Attached is some material about our organization and its services. Thank you for your kind attention.

We look forward to hearing a positive outcome of this application process for Reserve at New York.

Sincerely,

Chad Baker
Executive Director

cc: Reserve at New York LLC
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 22, 2019

CITYSQUARE HOUSING
511 N AKARD ST APT 411
DALLAS, TX 75201-6603

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-30-2001
- Sales and use tax, as of 04-30-2001

(pay 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: 17529480281

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
MISSION
To fight the causes and effects of poverty through service, advocacy, and friendship.

CORE VALUES

COMMUNITY
We are a community of neighbors, investing in each other and developing meaningful relationships that value each individual.

FAITH
Our work flows out of our faith, and that faith is inclusive and ecumenical.

JUSTICE
We stand for justice and demand equity for all our neighbors.

STEWARDSHIP
Our resources belong to the community, and as stewards of those resources, we will act with integrity, demonstrate accountability, and operate efficiently and effectively.

Cover: Top Photo: Dallas skyline. Bottom Photo: 1700 block of Chestnut Street, under I-30, Dallas, Texas.
A TALE OF TWO CITIES.

The story of poverty in Dallas is a tale of two cities. High levels of geographic segregation based on ethnicity, income, education, and wealth combine to accelerate the growth of poverty and income inequality.

More than ever, Dallas needs CitySquare. More than ever, CitySquare needs you. After you have looked through our 2018 Annual Report, please take a moment to donate using the enclosed envelope.

In this report, you will find so many reasons to give, but it all comes down to one thing: helping our neighbors.

Nobody else does what CitySquare does for our city. Our work is bringing opportunity to parts of Dallas that have been neglected far too long. We are connecting neighbors to resources that address health, hunger, and housing. We are bringing hope to those in need of employment, legal services, and financial empowerment. CitySquare is the lifeline for hundreds of at-risk youth who need a caring community to guide them into adulthood. CitySquare is rebuilding neighborhoods, reclaiming hope, and restoring lives.

Our 2018 Annual Report provides a glimpse at how poverty divides Dallas into a tale of two cities, but the report does not stop there. It goes on to illustrate how our work is a bridge for neighbors: to opportunity, to hope, and most of all, to each other. You will see how we win the fight against poverty by building a community of volunteers, donors, partners, and friends united by a common mission. You will discover how our work is fueled by the resources of churches, corporations, foundations, and friends like you. Most importantly, you will see how the mission we share at CitySquare changes the lives of all who are a part of it.

Dallas needs CitySquare.

CitySquare needs you.

John Siburt
President & Chief Operating Officer
A TALE OF
Over the past year, CitySquare’s efforts to combat hunger in Dallas have grown more than any year in our history.

Through expanding partnerships, we’ve increased the quality and quantity of nutritious food available to neighbors across Dallas. We’ve also expanded our team to reach further than ever before into our community.

The Food Pantry offers nutritious groceries to neighbors experiencing food insecurity in Dallas. This year, we distributed more than 2.4 million pounds of food to neighbors in need.

Hunger is just one piece of the poverty puzzle. Because it serves as an entry point into our other programs, the Food Pantry is a powerful tool for fighting poverty in Dallas.

That may be why the food pantry is also one of the most popular volunteer opportunities at CitySquare. Over the last year, we’ve been honored to expand our partnerships with organizations like Food for Good and The Pack Shack to distribute a record amount of food into a community that has been a food desert for too long.

As we celebrate the success of our work, we remain mindful that the problem of food insecurity in our community is growing more rapidly than any one organization can withstand. As we move into our fourth decade of operating, we are eager to continue building partnerships in the fight against hunger.

HUNGER

The CitySquare Food Pantry primarily serves the working poor, allowing families to utilize income for areas such as rent, utilities, & healthcare.

In past years, our resources have limited us to serving children lunch and sometimes breakfast during weekdays only. 2018 was the first year in which we were able to serve children over the weekend through a program where backpacks filled with food were distributed to kids on Fridays to ensure they and their families had enough nutritious food to last them through the weekend.
SERVICE

“Someone who can take the time to listen, encourage you, cheer you on. That meant so much to me – and that’s what I try to be as a case manager.” Beatriz Martinez
Beatriz: Grab on to that Hope.

She was the mother of two, a dedicated college student and a committed volunteer. At the same time, she was caught in an abusive relationship not knowing what would come next.

Beatriz found herself in the position of so many in abusive situations: forced to face poverty to escape their abusers. Instead of holding the abuser to account, pressure is put on the abused to leave the situation, though they and their children have nowhere to go.

Poverty, like abuse, is a multigenerational cycle that is incredibly difficult to break. Through her personal and professional journey, Beatriz is serving every day at CitySquare to end that cycle for families like hers in our community.

Beatriz learned about AmeriCorps in 2011 while earning service hours for a college class. She headed to CitySquare to apply and soon began working at the CitySquare Food Pantry. She quickly moved from her behind-the-scenes role to a part-time position there.

Her momentum was just beginning—out of a dangerous marriage and into CitySquare roles that fit her talents and dedication. In 2013, as she was struggling to make rent, pay legal fees and care for her daughters, CitySquare reached out with financial assistance, emotional support, and practical help in the form of a refrigerator and twin beds for her girls.

After earning her social work degree, Beatriz became a case manager for CitySquare. She now works onsite at Via Bonita Apartments in Far East Dallas. There, Beatriz supports 19 of our neighbors as they navigate a new role as dependable tenants—providing transportation, coaching interaction with property managers, helping with budgeting, coordinating CitySquare services, and more.

In every interaction, Beatriz brings hope. “As a case manager, I may not be able to change a situation,” she says. “But I can be there to say, ‘There’s hope. Things won’t always be the same.’” Knowing there was hope meant the world to Beatriz. And every day, she helps neighbors gain the confidence to continue to create change in their lives.
Poverty has a direct impact on the health of our community. As the cost of healthcare skyrockets, those with the least among us feel the greatest impact. The expenses associated with medical appointments, prescriptions, transportation, and time off from work are simply too much for our neighbors living in poverty.

Yet, when neighbors go without care, their health expenses don’t just disappear. Rather, those expenses do two things: they shift, and they increase.

They shift to family members and friends, who must take on additional responsibilities, missing work and ultimately neglecting their own health in order to care for another. They also shift to the community, where they balloon into astronomic emergency room fees and treatments for serious medical conditions that could have easily been avoided with far less expensive preventative care. The community ends up paying the tab through higher insurance premiums and increased fees for routine care, cutting off access for even more people and starting the cycle anew.

CitySquare’s health initiatives aim to improve access to care for our neighbors while also easing the burden a lack of access puts on the rest of our system. The work of our health programs is based at the CitySquare Community Clinic in South Dallas, where a team of medical professionals provide the local community with a permanent medical home.

In 2018, CitySquare took an important step in expanding our reach. Clinicians began providing onsite care to our permanent supportive housing communities across Dallas, including The Cottages at Hickory Crossing, CityWalk@Akard, and several Destination Home sites.

In 2018, CitySquare integrated health and housing programs, improving both our neighbors’ well-being and our capacity to serve more people in Dallas.

In addition to the range of care we provide to individuals and families, our Community Health Transportation Program, which is based at the CitySquare Community Clinic, gives neighbors across Dallas rides to medical appointments and prescription pick-up locations.

Located behind our Clinic, the CitySquare Community Garden is a seasonal project that gives South Dallas residents a place to grow and harvest healthy, nutritious garden vegetables for their families. Throughout the spring and summer months, the garden is tended by volunteers, patients, doctors, and neighbors. In addition to providing a free source of healthy, safe food to any in need, working in the garden is a source of pride, comfort, physical activity, and fellowship for all who spend time there.
WHERE DOES THE MONEY GO?

Program Expenses 86%
General Administration 10%
Fundraising 4%

WHERE DOES THE MONEY COME FROM?

2% Corporations
3% Sales
3% Special Events
3% United Way
4% Churches
8% Individuals
9% Earned Income
46% Public Funds
22% Foundations

Your donation to CitySquare is an investment in Dallas. Eighty-six cents of every dollar raised goes directly into our programs. Please consider making a gift right now using the envelope provided here, online at CitySquare.org/Give, or over the phone at 214.303.2120.

For corporate or planned giving, or to donate stocks or real estate, please contact CitySquare President and COO John Siburt at jsiburt@CitySquare.org.
IMPACT REPORT

57,356 neighbors and community members impacted.

Housing
868 units of housing

Health
1,577 unduplicated patients
3,901 health related appointments

Hunger
2,451,527 pounds of food was distributed by the CitySquare Food Pantry
227,403 meals were delivered to children through CitySquare Food on the Move

Hope
$1,972,080 in child support has been secured through CitySquare LAW, impacting the lives of 412 children
137,186 hours served by AmeriCorps members
384 neighbors served by financial empowerment

284 TRAC youth have been enrolled in workforce programs
4,292 emergency items were distributed by the CitySquare Homeless Outreach Team

ANNUAL REPORT 2018
Dallas is home to more than 4,000 homeless individuals. There's no reason so many of our neighbors should have to struggle with this problem. As we have seen during two years of operating The Cottages at Hickory Crossing, it costs taxpayers much less to house the homeless than to leave them on the streets.

Our city could end homelessness tomorrow, if we only had the will. More than $8 million in public housing funds go unused every year in Dallas. Yet even when homeless neighbors secure housing vouchers, they often can't find housing. That's because our city has no protections against payer source discrimination. Property managers are free to reject tenants simply because they don't like how they pay rent.

CitySquare fights for our homeless neighbors on both these fronts and more. The solutions we advocate include banning payer source discrimination and incentivizing mixed use and mixed income housing. Mixed use and mixed income housing help to ensure our homeless neighbors aren't left behind as development continues at a breakneck pace across our city.

In addition to advocating on our neighbors' behalf, CitySquare is busy creating communities. This year, we acquired 25 additional housing units through the grand opening of the St. Jude Center in North Dallas, bringing the total number of housing units managed by our team to more than 700.

As you can read on the Health page in this report, CitySquare also began integrating our health programs into our housing communities during the past year. This is a key piece of our permanent supportive housing approach.

**HOUSING**

**IN 2018, CITYSQUARE HAS EXPANDED TO BECOME THE LARGEST PUBLIC HOUSING PROVIDER IN NORTH TEXAS.**

As we continue fighting the growing problem of homelessness in Dallas, we hope to continue integrating our programs for neighbors with increasingly diverse needs. Addressing homelessness through supportive, wrap around services, ensures that neighbors who get off the streets stay off the streets.

The solution to homelessness is housing. It's that simple. At CitySquare, we've learned that neighbors who can secure housing often go on to play important roles in our organization. Anthony is no exception. Beginning at CitySquare TRAC, he found a home at our mixed use, mixed income CityWalk@Akard community located in downtown Dallas. He now works full time at the CitySquare Thrift Store, helping others in need. Throughout our organization and our community, we see the impact of our work multiplied through the service, advocacy, and friendship of neighbors like Anthony.
At CitySquare, our work is driven by a belief that people are good and want an opportunity to do better. That belief is where hope starts. We don’t buy into the diatribe that neighbors living in poverty are lazy and just don’t want to work. That’s what many folks believe before they visit the CitySquare Opportunity Center in South Dallas, where they meet hard-working neighbors filled with hope, eager and grateful for any opportunity.

As we enter our fourth decade of fighting poverty, CitySquare understands that to defeat the cycle of poverty, we must come together as a community to answer hope with opportunity. To that end, we’ve spent much of the past year expanding our youth services, our workforce training programs, and most importantly, our community partnerships.

The first-of-its-kind Fannie C. Harris Youth Center has been a major accomplishment for CitySquare during the past year. In partnership with After8toEducate, CitySquare Transition Resource Action Center (TRAC) is operating a drop-in care center for homeless youth in the Dallas Independent School District. This marks the expansion of TRAC’s service offerings from exclusively former foster youth to all homeless youth in Dallas.

That’s not the only area of expansion CitySquare has seen this year. In the spring, we opened the CitySquare Café, a unique restaurant on site at our Opportunity Center in South Dallas. The Café employs graduates of the CitySquare WorkPaths Hospitality Program at a living wage, providing them with essential real-world experience while they search for permanent employment with one of CitySquare’s numerous community workforce partners.

HOPE

CITYSQUARE’S PROGRAMS IN DALLAS ARE KNOWN—NOT JUST IN OUR CITY, BUT ACROSS THE NATION—FOR BEING THE MOST INNOVATIVE AND EFFECTIVE AT FIGHTING POVERTY.

The CitySquare WorkPaths Construction Program is also creating new opportunities for our neighbors. This year, we’ve partnered with Hilti North America to provide a training series that prepares neighbors for employment in the construction industry through a combination of soft and hard skills training as well as key industry certifications. The training culminates in a 12-week, on-site, paid apprenticeship program at Hilti.

As we keep expanding our services, we will also continue breaking the misconceptions surrounding poverty in our community. By empowering folks with the truth and tools essential to our fight, CitySquare is building communities of hope right here in Dallas.

The Café is also home to the CitySquare Barista Training Program, which gives hands-on experience to TRAC youth. The program has seen success in the past year, with local coffee shops showing preference in hiring to our graduates.
EXECUTIVE LEADERSHIP

Larry James  
Chief Executive Officer

Dr. John Siburt  
President and COO

Jarie Bradley  
Chief People Officer

Rev. Gerald Britt  
VP of External Affairs

Edward Rosentel  
Chief Financial Officer

Nadia Salibi  
Chief Program Officer

Jill Williams  
VP of Development

CitySquare

4000 East Side Avenue  
Dallas, Texas 75226

BOARD OF DIRECTORS

Dave Shipley  
Board Chair

Mark Anthony  
Britton Barowsky

Robin Blakeley  
Elizabeth Caudill

Stephen Cuckersham  
Edie Diaz

Robbie Frazier

Jon S. Halbert  
Vice Chair

Marquis Hawkins  
Gene Henderson

Tonia Alexander Howard  
Valerie Keener

Wendy Measmann  
Nkem Okafor

Glenn Owen

Tarik Rodgers  
Byron Sanders

Anthony Shoemaker  
Craig Spaulding

Liza Stewart  
Kevin Thomason

Mindy Ward

Jim Sowell  
Chairman Emeritus

Bob Biard,  
Emeritus Member

John R. Castle,  
Emeritus Member

OTHER WAYS TO GIVE

DONATE FOOD
Donate food by contacting the CitySquare Food Pantry at 469.904.7025.

DONATE GOODS
Donate clothes, housewares, vehicles, and other goods by contacting our Thrift Store at 214.887.8800.

VOLUNTEER
Learn about volunteer opportunities by contacting us at volunteer@CitySquare.org.

HOW TO GET INVOLVED

To schedule a tour or learn how your gifts are being invested, please contact us at dev@CitySquare.org. Visit CitySquare.org and follow us on social media to stay up to date on CitySquare.

/FCitySquare /@CitySq /@CitySq //CitySq

FRIENDS OF CITYSQUARE

Donald Armstrong  
Nina Rayburn

Ashley Graham  
Kyle C. Tallington

Karen McCracker  
Lindsey Thomas

Alice Montgomery  
Mindy Ward
What are we doing to prevent and end homelessness in Dallas?

CitySquare has seven initiatives comprising more than 700 units of housing aimed at fighting homelessness in Dallas County.

For information on CitySquare Housing Programs visit CitySquare Homeless Services Center at 1610 S. Malcolm X Blvd., Building 100, Dallas, TX 75226.

Housing for Homeless Veterans – CitySquare currently provides housing for more than 30 veterans annually through three of its housing programs. Some veterans qualify through the Dallas Housing Authority for VASH vouchers and are placed in CityWalk@Akard, (see below). Others are placed in CitySquare’s ESG-RRH or Destination Home programs and receive assistance with furniture, household goods, transportation, employment training and placement, case management services. Veterans (individuals only) must be chronically homeless, appear on the MDHA Housing Priority List, and have an annual income of $15,400 or less. See program descriptions below for contact information.

Destination Home (DH) – Since 2006, CitySquare’s Destination Home program has housed more than 1,500 individuals who were chronically homeless. Through Continuum of Care funding, Destination Home provides permanent supportive housing and case management services to over 140 individuals annually. These individuals receive counseling, drug and alcohol treatment, job support/training and a variety of other services designed to stabilize their lives and establish a pattern of healthier behaviors leading to self-sufficiency. Single adults only, must be chronically homeless, appear on the MDHA Housing Priority List and have an annual income of $15,400 (30% of AMI) or less. Inquiries should be directed to Deanna Adams at 469-904-7000 (dkadams@citysquare.org).

Transition Resource Action Center (TRAC) – TRAC is a “one stop” assessment and referral facility for youth “aging out” of foster and juvenile care in a 19-county area served by Child Protective Services - North Texas region. TRAC brings together community resources and intensive case management services to benefit this special group of young people. TRAC has two HUD-funded grants which serve two different targeted populations. The OnTRAC Permanent Housing Project has the capacity to serve 35 young adults, 18-24 years old, who were formerly in foster or juvenile care and are currently disabled and homeless. TRAC Transitional Living Housing program has the capacity to serve 15 youth who are homeless or at imminent risk of homelessness. Transitional living is designed to assist youth needing short-term housing assistance. This program is designed to assist youth in transitioning from a ‘system of care’ to self-sufficiency. Eligible young adults, 10-22, should contact Jackie Smith at 214-370-9300, ext. 3024 (jsmith@citysquare.org).

CityWalk@Akard (CityWalk) – CitySquare’s partner, CitySquare Housing, owns and operates a 15-story building in downtown Dallas. This unique and diverse vertical neighborhood is home to 200 low-income individuals, half of whom were formerly homeless or at risk of becoming homeless. CityWalk provides quality, affordable housing for low-income wage earners who work in and around downtown Dallas. The CitySquare Community Life Team provides supportive services using a Housing First approach to the individuals and families who live at CityWalk. One hundred sixty (160) of the 200 apartments at CityWalk are funded through vouchers from the Dallas Housing Authority. Individuals and families who have DHA vouchers, or who wish to see if they qualify for a project-based voucher, should contact the CityWalk leasing office (4th floor) at 214-468-8826.

The Cottages at Hickory Crossing – Through the financial support of private donors, foundations, government and non-profit agencies CitySquare and CitySquare Housing have teamed up to provide one of the most unique housing programs in the Southwest. The Cottages are located across the street from the CitySquare Opportunity Center (1610 So. Malcolm X Blvd., Dallas 75226). These 50 units of permanent supportive housing are 400+ sq. ft. “tiny homes” designed to provide stable housing for homeless individuals who otherwise would have difficulty finding housing due to their backgrounds. At a significant
savings to the City and the County on-site medical and mental health services are provided for all residents. For eligibility and program entry information contact Jennifer Jaynes at jjaynes@citysquare.org. For project information and questions regarding operations contact Chad Baker – CitySquare Housing at 214-303-2128 (cbaker@citysquarehousing.org).

Healthy Community Collaborative – Through a partnership with the City of Dallas, emergency shelters and other non-profit agencies CitySquare provides street outreach, housing placement and 30 units of rapid rehousing (bridge housing) for chronically homeless individuals prioritized by the Metro Dallas Homeless Alliance. Single adults only, must be chronically homeless, appear on the MDHA Housing Priority List, have a documented Axis I mental health disorder and/or substance abuse disorder and have an annual income of $15,400 (30% of AMI) or less. For more information contact Krystal Lotspeich at 469-904-7033 (klotspeich@citysquare.org).

St. Jude’s Housing – Beginning in June 2018 CitySquare and Catholic Charities of Dallas will partner together with the Dallas Housing Authority to provide 50 units of permanent supportive housing for single adults, 55 years of age and older, who are chronically homeless and have annual incomes between zero and $15,401 (less than 30% AMI). For more information contact Josh Tomko at 469-904-7033 (jtomko@citysquare.org).

For assistance in getting a person experiencing homelessness placed on the MDHA Housing Priority List contact the CitySquare Homeless Outreach Team (HOT), Deanna Adams at 469-904-7000 (dkadams@citysquare.org).

Need more information? Edd Eason | Assistant Vice-President of Health & Housing | 214-303-2123 | eason@citysquare.org
Email showing I spoke in Fort Worth in September.

JG

---

From: Lawrence, James <james.lawrence@gff.com>
Sent: Friday, August 3, 2018 5:47 PM
To: Lauren King; Tammy McGhee; Brent Brown; John Greenan; Sarah Satterlee (sarah.satterlee@mlf.org); Mary-Margaret Lemons (mmlemons@fwhs.org)
Cc: 'Alesha Niedziela'; Trena Lechleitner (trena@trinityparkconservancy.org)
Subject: RE: AIA Fort Worth - Housing Panel Discussion

Hello Fellow Housing Advocates,

Thank you for being part of this Housing Panel. I am grateful to have you all share your expertise on housing.
The panel is to be a broad discussion of the need for / how to develop more abundant housing; ranging from permanent supportive housing to housing for individuals making 20% to 80% AMI. The discussion could also include other facets of the challenges of housing; zoning, community connections, policy, employment, NIMBY, and YIMBY.
Please send me any ideas that should be included in the discussion.

Moderator:
Lauren King – Tarrant County Homeless Coalition

Panelist:
Brent Brown – Dallas Citydesign Studio / bcWorkshop
John Greenan – Dallas Community Development Corporation
Mary-Margaret Lemons – Fort Worth Housing Solutions
Tammy McGee – Tarrant County Homeless Coalition
Sarah Satterlee – Mobile Loaves & Fishes / Community First Village

Date: Sept 19th, 2018
Time: 6:30pm – 8:30pm
Venue: The Taste Project

Thank you all.
James G Lawrence AIA, LEEDap
Project Leader

GFF Architects
3300 West 7th Street, Suite 110
"This e-mail and any attachments contain confidential and privileged information. If you are NOT the intended recipient, please notify the sender promptly by return e-mail and delete this message and any attachments. Any action taken with this message by persons other than the intended recipient is prohibited. By the use of any attachment, the intended recipient accepts all risks associated with such use, including unintended electronic viruses and will indemnify GFF from any claim of damage arising from use or transfer of the attachment. Certain attachments are copyrighted instruments of service of GFF and governed by the requirements of the AIA documents."
Cindy,

John and his office have developed maps that show the city council geographic boundaries for city council districts that we discussed would be the best likelihood for a viable project. The next step for his office is to add additional values including crime rates, property values, access to transportation and education, etc.

He outlined the plan for the year for the YWCA, including the remaining design decisions for our board, the political steps to take to gather support and putting together the development team. He recommended a meeting with Jay Chapa as soon as our board makes their decisions.

Putting together the development team includes:

1. Tax credit consultant
2. Attorney
3. Architect
4. Contractor
5. Project manager

He has a number of recommendations for these relationships as well.

He recommended that we be prepared with $100,000 to fund the development team. John indicated that he has possibilities for us for the funding of this and I have spoken with our foundation board about their strategic use of foundation funding for this development team.

The next team to gather is for the financing structure, including:

1. Tax credit investor
2. Construction lender
3. Permanent lender (if we are carrying debt)

One of the YWCA board members, Linda Hurt, is assuming on the lead role in this project and organizing our board activities. She will be an active representative of the YWCA so I’ve included her on this email as well.

Let me know what else you need,

Carol
YWCA Fort Worth & Tarrant County gives hope through increasing opportunity and self-sufficiency for women and their families facing poverty, homelessness or racial disparities.

eliminating racism
empowering women
ywca

From: Cindy J. Crain [mailto:cjcrain@ahomewithhope.org]
Sent: Monday, April 11, 2011 2:56 PM
To: cklocek@ywcafortworth.org; Greenan, John
Subject: Fannie Mae mid year report
Importance: High

Carol and John:
I am putting the mid year report to Fannie Mae due Friday. Can I get a synopsis to date? AND, John, would be great to have an invoice so I can report the expenced to date.

THANK YOU!
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
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<tbody>
<tr>
<td>Wednesday December 15, 2010</td>
<td>Participation in coalition meeting</td>
</tr>
<tr>
<td></td>
<td>3.5 hours (including travel)</td>
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<tr>
<td>Thursday January 6, 2011</td>
<td>Participation in coalition meeting</td>
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<td></td>
<td>3.5 hours (including travel)</td>
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<tr>
<td></td>
<td>In depth research of all potential financing mechanisms.</td>
</tr>
<tr>
<td></td>
<td>25 hours</td>
</tr>
<tr>
<td></td>
<td>Design and preparation of 8 unique pro formas for potential financing scenarios.</td>
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<td>- First pro forma 10 hours</td>
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<td></td>
<td>- Second pro forma 1½ hours</td>
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<td></td>
<td>- Third pro forma 1½ hours</td>
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<td>- Fourth pro forma 1½ hours</td>
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<td>- Sixth pro forma 1½ hours</td>
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<td></td>
<td>- Seventh pro forma 1½ hours</td>
</tr>
<tr>
<td></td>
<td>- Eighth pro forma 1½ hours</td>
</tr>
<tr>
<td></td>
<td>Mapping of council districts and census tract intersection to determine TDHCA preferences for project site.</td>
</tr>
<tr>
<td></td>
<td>12 hours</td>
</tr>
<tr>
<td></td>
<td>In depth research of TDHCA's point scoring system and impact on site location</td>
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<tr>
<td></td>
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Creation of detail for proposal for 85 unit project

12 hours

Creation of site evaluation, mapping, of the area regarding bus lines

6 hours

Discussions with Corporation of Supportive Housing regarding pre-development funding.

4 hours
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<td>Location evaluation and donor analysis of property at 2917 Beklnap.</td>
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<td>June 27, 2011</td>
<td>Meeting in Ft. Worth</td>
<td>5</td>
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<tr>
<td>July 21, 2011</td>
<td>Meeting in Ft. Worth with councilman Sal Espino</td>
<td>5</td>
</tr>
<tr>
<td>August 1, 2011</td>
<td>Meeting in Ft. Worth</td>
<td>5</td>
</tr>
<tr>
<td>August 11, 2011</td>
<td>Meeting with Jay Chapa, Cindy Crain, and Jason Hall</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Analysis and touring site options. Continual work on financing.</td>
<td>25</td>
</tr>
</tbody>
</table>
Central Dallas Community Development Corporation

511 N. Akard
Suite 301
Dallas, TX  75201

(214)573-2575
ctollc@centraldallascdc.org

---

**BILL TO**

Tarrant County Homeless Coalition
1415 E Lancaster Ave.
Suite 214
Fort Worth, TX  75102

---

**DATE** | **INVOICE #**
--- | ---
03/14/2011 | Sept 2021

**TERMS** | **DUE DATE**
--- | ---
Due on receipt | 03/14/2011

---

**AMOUNT DUE** | **ENCLOSED**
--- | ---
$6,000.00 | $6,000.00

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<td>3,000.00</td>
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<td>See attached detail</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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**TOTAL** | $6,000.00

---

*Please detach top portion and return with your payment.*
Central Dallas Community Development Corporation

511 N. Akard
Suite 301
Dallas, TX 75201

(214)573-2575
colle@centraldallascdc.org

BILL TO

Tarrant County Homeless Coalition
1415 E Lancaster Ave.
Suite 214
Fort Worth, TX 75102

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
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</table>

TOTAL: $6,000.00

AMOUNT DUE: $6,000.00

Please detach top portion and return with your payment.

DATE: 04/27/2011
INVOICE #: 2023
TERMS: Net 30
DUE DATE: 05/27/2011
Central Dallas Community Development Corporation

511 N. Akard
Suite 301
Dallas, TX 75201

(214)273-2275
colle@centraldallascdc.org

BILL TO
Tarrant County Homeless Coalition
1415 E Lancaster Ave.
Suite 214
Fort Worth, TX 75102

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Dallas, TX 75201

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c tolle@centraldallascdc.org

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| Suite 214 |
| Fort Worth, TX 75102 |

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511 N. Akard
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Dallas, TX 75201
(214)573-2575
colle@centraldallsedc.org

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TOTAL: $6,000.00
Central Dallas Community Development Corporation

511 N. Akard
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Dallas, TX 75201

(214)573-2575
c tolle@centraldallascdc.org

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**TOTAL**                                      **$6,000.00**

Please detach top portion and return with your payment.
February 21, 2019

Acting Director David Cervantes
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Letter of Support - Reserve at New York

Dear Mr. Cervantes:

Please let this letter serve to acknowledge that Buckner Children and Family Services, Inc. supports Reserve at New York, a proposed multifamily affordable housing community located at 6011 New York Avenue, in the City of Arlington.

Buckner Children and Family Services, Inc. is a certified 501c(3) non-profit organization whose mission is helping others reach their God-given potential through holistic, hands-on ministry.

Should you require any additional information or have questions about our organization, please feel free to contact me. Attached is some material about our organization and its services. Thank you for your kind attention.

We look forward to hearing a positive outcome of this application process for Reserve at New York.

Sincerely,

[Signature]

Candace Gray
Senior Executive Director, North Texas

cc: Reserve at New York LLC
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2019

BUCKNER CHILDREN AND FAMILY SERVICES, INC.
600 N PEARL ST STE 2000 ATTN: RICHELLE MAGGARD
DALLAS, TX 75201-2896

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 12-29-1994
Sales and use tax, as of 12-29-1994

(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: 17525713958

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 is not a substitute for collecting or remitting any

For information on Exempt Organization, visit the Secretary of State's website.

Our publication can be found online.

For information on right to transact business in Texas, visit the Secretary of State's website.

For information about SOS registration, visit the Secretary of State's website.
Who we are

Buckner International is a ministry dedicated to the transformation and restoration of the lives we serve. We are a Christ-centered organization that delivers redemptive ministry to the most vulnerable from the beginning to the ending of life.

**Our mission**
Buckner International transforms the lives of vulnerable children, enriches the lives of senior adults and builds strong families through Christ-centered values.

**Our vision**
Buckner International will become a global ministry maximizing resources and leadership to serve vulnerable children, seniors and families.

**Our values**
Organizational values are critical because they define Buckner’s personality and provide our employees clarity about how we engage others. Buckner is:

- Christ-like
- Servant spirit
- Passion-driven

**Our legacy**
Dr. Robert Cooke “Father” Buckner founded Buckner Orphans Home in Dallas after seeing the needs of hurting and orphaned children in post-Civil War Texas. In the first years, Buckner Orphans Home was filled with children left parentless due to disease and hardship.
It was Father Buckner's deep compassion for the hopeless and helpless that served as the driving force behind his ministry. He constantly looked for innovative ways to deliver social ministries, including those to elders, combining his theological beliefs with a progressive social conscience.

Leadership
Dr. Albert L. Reyes is the sixth president to lead Buckner International since our founding in 1879. He is a member of the board of trustees of the Joint Council for International Children's Services, the National Hispanic Christian Leadership Conference and the T.B. Mason Institute.

Follow Albert on his blog at bucknerprez and on Twitter @bucknerprez.

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Who we are
Ways to give
Financial accountability
Leadership
Careers
Contact
Resource Center

E-Newsletter Signup
Get uplifting stories of how Buckner is shining hope in the U.S. and around the world!

Sign Up Now
LEARN MORE ABOUT

• The children who are currently in need of loving homes, through foster care or adoption.
• The special needs of children who have experienced neglect and/or abuse.
• The educational needs of foster and adoptive parents.
• The process for becoming a foster or adoptive family.

Informational Meeting

Sunday, January 14, 2018
12:30 PM-2:00 PM

Christ Chapel Bible Church
3701 Birchman Ave,
Fort Worth, TX 76107

RSVP TO MAYRA VARGAS AT MVARGAS@BUCKNER.ORG OR 214-319-3455
Big Steps: Shoes for Orphan Souls™ Walks Tall

March 15, 2012 By admin

By Scott Collins

It's a scene I've watched for 13 years, going back even before Buckner took over what is today Shoes for Orphan Souls™.

The mission team files into an orphanage where a horde of giddy and excited children wait. It's chaos in the best possible way. Boxes sitting on the floor are ripped open and eager hands extract the contents—shoes.

Mission volunteers, as excited now as the children they are about to serve, reach inside the shoes and pull out crumpled pieces of paper. In one shoe is a child's name—Sergei, Misha, Juan, Carlos. In the other shoe is a note from somewhere in the United States written with love by a shoe donor from Pennsylvania, Tennessee, Florida. “God loves you.” “I'm praying for you.”

I've watched this scenario time and time again from Russia to China to Central America and even the U.S. I've taken countless photos and video of those mission volunteers peeling off filthy socks and replacing them with clean, new socks and brand new shoes.

Every time, my focus is on the feet. After all, shoes are the star, so feet are important.

But now, replaying those scenes in my mind's DVR, I realize there is always an unseen hero: another part as important as the feet—the knees.

No, we don't put shoes on knees. But without knees, we don't put shoes on feet.

By global standards, our Buckner volunteers are wealthy. And yet, there they are, kneeling at the feet of impoverished children.
From the start
When Ron Harris started “Shoes for Russian Souls” at KCBI Radio in Dallas in 1994, he saw it as a way to infuse immediate help into the lives of orphans he’d seen stranded in the wastelands of Russian orphanages. Five years after that initial drive, Shoes for Russian Souls garnered about 5,000 pairs of shoes annually.

But Harris knew the radio station had reached its limit. Because its broadcast signal covered only the Dallas/Fort Worth Metroplex, Harris knew their capacity to collect shoes was limited. He believed the program could be much bigger.

Leaders at Buckner agreed. So when Harris asked if Buckner was interested in taking over the program, it didn’t take long to say yes.

KCBI collected its last shoes in the fall of 1998, shipped them to Russia and hosted a team in February of 1999 - the station’s last. I joined that group on the trip to see how things were done. It didn’t take long to realize the magnitude of the ministry.

Within the first year, Buckner implemented two strategic changes. The first was to move the shoe drive up three months, from November to August. That would allow us more time to collect and ship the shoes, ensuring they would arrive in Russia about the same time as the first seasonal snow.

We began the process early, anticipating an Aug. 1 launch of our drive. That same year, the Texas Legislature approved the first-ever back-to-school tax-free holiday weekend - for the first week of August.

To say we underestimated the potential would be an understatement. Where KCBI had topped out at 5,000 pairs, we decided to show enormous faith and set a goal of 10,000 for our first year. By Aug. 31, we had collected 17,500 pairs of shoes, 20,000 pairs of socks and more than $60,000 in cash.

In November 1999, Buckner hosted our first-ever “Shoes for Russian Souls” mission trip, where 83 people traveled to Russia and put shoes on the children’s feet.

That success led to the second strategic change within the first year Buckner operated the program - the name change. Realizing the scope and potential of the ministry, we changed the name to “Shoes for Orphan Souls” – SOS. That in turn led to expanding shoe drives beyond Texas.

Opening doors
https://www.buckner.org/blog/shoes-for-orphan-souls
Over the past 13 years, we’ve used every cliché imaginable to talk about Shoes for Orphan Souls. “A step in the right direction.” “Best foot forward.” “If the shoe fits…”

But the best and most descriptive may be “Getting our foot in the door.”

SOS has supplied shoes to more than 2.5 million children all over the world since 1999. Throw in a few million socks, and the impact on the lives of children is exponential.

For many children who have received a new pair of shoes through the years, those shoes were the first thing in their lives they actually owned. Orphanage directors often expressed initial skepticism when Buckner promised new shoes for every child in the orphanages. But when the shoes and teams of volunteers arrived, the doubt left. Buckner earned the reputation of an organization that fulfilled its promises, unlike many groups the directors had seen.

Those fulfilled promises gave countries and orphanages confidence that Buckner was legitimate and did what we said we would do. In response, they began opening their doors to Buckner and asking for help in other areas of childcare.

The result is that most of the countries where Buckner has a significant presence today opened up because of SOS.

**Internal/external**

It may sound odd today, but for the first nine years Buckner operated SOS, it was an orphan itself, shuffling from location to location. It was hard for volunteers to know where to go to sort the shoes.

It wasn’t until the Buckner Center for Humanitarian Aid Center opened in 2007 that SOS finally had a home. The center was built specifically to accommodate the massive influx of shoes and socks and to handle the number of volunteers flocking to SOS each year.

Once the center opened, it began attracting nearly 6,000 volunteers annually who prepare the shoes for worldwide shipping. Having an actual presence, a place to point to as “shoe central,” boosted the overall image and popularity of the program both within the Buckner family as well as externally.

Another significant influence on the shoe program through the years has been its acceptance as a cause by Christian radio stations around the country. Literally from coast to coast, SOS has captured radio stations and their audiences who singlehandedly are responsible for collecting more than a third of all shoes donated each year.
And those stations and their listeners have gone a step further, organizing “Shoe Mission Trips” through Buckner to visit children around the world and put shoes on needy feet.

But without question, the strength of SOS remains within local churches. From the very beginning in 1999, churches grasped the simplicity of the idea - donate a new pair of shoes to an orphan. Who can’t do that?

Today, churches in all 50 states and other countries have hosted shoe drives through the past 13 years. That has in turn led to churches becoming involved in a variety of other Buckner ministries. When Buckner took over the shoe drive in 1999, we had fewer than 4,000 churches on our database. Today, that number exceeds 9,000.

**Getting personal**
The one thing about SOS is that it is measureable. It’s easy to tell if we received more shoes this year than last. We have more statistical categories for measuring the program than Major League Baseball.

Walk through the Humanitarian Aid Center and you’re surprised at the level of sophistication. Boxes are labeled with high-tech barcodes. Our team can track a box anywhere in the world. The efficiency of the sorting system rivals the best assembly lines Detroit automakers have to offer. Pairs of shoes pass through with phenomenal speed. If you visit during peak days, you’ll see mountains of shoes and cardboard boxes waiting for shipment.

But you’ll also see volunteers praying as they sort through those shoes; praying, not for the shoes, but for the child who will soon wear them. Posters adorn the walls, serving as reminders that this is not your typical assembly line.

Still, nothing is more personal than the experience of kneeling in front of a child and placing a new pair of shoes on that child’s feet. My favorites are the light-up shoes - the ones that sparkle when you bounce. They also elicit joyful giggles.

In November, my wife Judy and I gave shoes to children in the Dominican Republic [see page 9]. It was Judy’s first-ever Buckner trip. For all 13 years that Buckner has collected shoes, our family has made a point of buying at least one pair of shoes (usually more) and donating to Buckner. Our daughter Claire is 16, so she doesn’t remember a time when we didn’t give shoes.

Today, Claire is one of the most giving people I know. Last summer, she literally gave the shoes off of her own feet to a child in Kenya when we ran out of shoes that would fit the girl. I’m convinced SOS has taught Claire how to give.
ARLINGTON, Texas - Buckner Foster Care of North Texas joined the Texas Department of Family and Protective Services July 20 to host Metroplex-area teens aging out of foster care in a conference designed to prepare participants for adult life. The inaugural TDFPS Region 03 PAL (Preparation for Adult Living) Teen Conference, held at First Baptist Church of Arlington, sought to share critical life skills with the group, who are generally considered at-risk after aging out of care.

Andrea Lawrence, program director for Buckner Foster Care of North Texas, said teens aging out of care face multiple obstacles to success after they leave the system. "Teens who have aged out of care often find themselves without a strong, encouraging support system. So we planned this conference to practically address some of the biggest needs they'll face."

The conference featured sessions on money management, healthy relationships, life skills, career planning, job interviewing, and avoiding substance abuse and the judicial system. The event also featured interactive group sessions, door prizes and speakers.

Lawrence noted the conference was a first-time event for Buckner Foster Care and filled a critical need for the target audience. "We could not have been more ecstatic to partner with TDFPS in an effort give these teens the tools they need to fall back on once they go out on their own. With all of the negative influences kids are up against in today's culture, we want them to graduate from care confident that they have what it takes to make a positive life for themselves."
Buckner International to host 'Barefoot in the Park' featuring Dove-Award Nominated Band MIKESCHAIR

July 3, 2012 By admin

[caption id="attachment_5374" align="alignright" width="500" caption="Christian band MIKESCHAIR will perform at Barefoot in the Park July 28th, along with solo artist Dara Maclean and illusionist Jared Hall."]

Free Concert to Benefit Shoes for Orphan Souls® Saturday, July 28 at Founder's Plaza in Arlington, Texas

https://www.buckner.org/blog/barefoot-in-the-park
ARLINGTON, Texas — Buckner International, a Dallas-based global Christian ministry, will host ‘Barefoot in the Park’ — a free family-friendly concert — from 8 – 10:30 p.m. Saturday, July 28 at Founders Plaza in Downtown Arlington, Texas. The concert will feature Dove-Award Nominated Band MIKESCHAIR, solo artist Dara Maclean and illusionist Jared Hall.

Complimentary sunglasses and glow-in-the-dark wristbands will be provided to the first 500 attendees at the event. Concert goers are encouraged to bring lawn chairs, blankets, picnics and coolers with non-alcoholic beverages to the event. No glass containers allowed. Concessions will also be made available for purchase.

Founders Plaza is located at 100 W. Abram St. at the corner of Abram and Center streets, directly across from City Hall. For a parking map and more details, please click here.

‘Barefoot in the Park’ will benefit Shoes for Orphan Souls, the largest humanitarian aid project of Buckner International. Since 1999, Buckner has distributed more than 2.3 million pairs of new shoes to orphans and vulnerable children in the United States and 74 countries around the world. Buckner is hosting a community-wide shoe drive during the month of August and asking local businesses, churches and community organizations to collect shoes. To learn more about the ways to get involved please call 1-866-774-SHOE.

ABOUT BUCKNER:
For more than 133 years, Buckner International has been transforming lives through hands-on ministry, serving the most vulnerable from the beginning to the end of life. Buckner is one of the oldest and most unique faith-based social service organizations of its kind, serving more than 450,000 people each year in the United States and 18 countries worldwide.

ABOUT SHOES FOR ORPHAN SOULS:
Shoes for Orphan Souls®, the largest humanitarian aid project of Buckner International, provides new shoes and socks to orphans and vulnerable children in the United States and throughout the world. From conducting shoe drives to humanitarian aid trips, Shoes for Orphan Souls offers hands-on opportunities to individuals, groups and organizations wanting to transform lives. Since 1999, more than 2.3 million pairs of new shoes and socks have been distributed to children in 74 countries.

-30-
What can bring a veterinarian’s office, water parks, churches and dental offices together for the same great cause? New shoes – and a message of hope – for vulnerable children.

Last Friday, Buckner Shoes for Orphan Souls® and WFAA-TV, an ABC affiliate, wrapped up a month-long DFW Shoe Drive with a diverse group of shoe collection partners across the Metroplex. Together, they brought in more than 2,000 pairs of shoes that will be given to children in vulnerable situations in North Texas and around the world.
“It was really energizing for us to see different kinds of organizations and churches across DFW come together in this effort,” said Rachel Wallis, director of Buckner Shoes for Orphan Souls. “When you consider the fact every pair of shoes has the potential to bring hope and help to a child in need, that’s more than 2,000 children that our partners in North Texas will touch here and in communities around the world—just from this drive.”

DFW-based Milestone Electric and Hawaiian Falls used multiple platforms to give, donating ad space on air and collecting shoes on service calls and onsite at the water park locations. Many individuals took on the cause of the shoe drive, like Natasha Potts of Arlington, who had a special connection to Buckner Shoes for Orphan Souls before the drive.

In 1999, as a 9-year-old growing up in a Russian orphanage, Natasha said the pair of shoes she received from Buckner was one of the first things she ever had of her own. Later, a Dallas-area couple adopted Natasha and her brother through Buckner, and they joined their forever family. Natasha remembers wearing her Buckner shoes home as they flew to the United States.

“I decided to help with the DFW Shoe Drive because it’s part of my story,” Natasha said. “This was one way I could give back to something so dear to me and show that a simple pair of shoes can change a child’s life.”

Natasha set up shoe collection boxes and promoted the drive at her workplace, AmeriCare.

“The most rewarding part was when my coworkers and our patients got to participate in the shoe drive. They were so thrilled to do it and were so excited to know someone who had already benefited from a pair of shoes through this program. It brought me joy to see people donating because they saw my story, and they wanted to make a difference.”

According to Rachel, the Buckner Shoes for Orphan Souls team is already planning for the next DFW Drive. “We’re looking forward to seeing this drive accomplish even more next year.”
Hope for children. Creating families.

BUCKNER
FOSTER CARE AND ADOPTION
WHO WE ARE.

We walk alongside you. Since 1879, Buckner has ministered to children and families in need of help and guidance, empowering them to flourish. We also have a wealth of experience training and preparing foster and adoptive parents. Whether you are a family seeking to foster or adopt, or a mother seeking guidance about your child’s future, we commit to walking with you at every step.

We hold to Christian values. Buckner Foster Care and Adoption offers a Christian perspective. We consider our services an act of ministry, deeply rooted in the gospel. We are focused on making sure that children have loving and permanent homes where they are valued, nurtured and loved. We believe that this is accomplished best through a Christ-centered home.

We’re a non-profit agency. Why is that important? It lets us focus on what is best for each family, mother and child at the lowest costs possible.

We provide quality counseling. We value the practice of counseling highly. Foster care and adoption is not a decision to be made lightly, and we think it is important to offer you ethical, professional assistance to help you consider your options.

We have experience. We are leaders in foster care and adoption. In fact, we’ve been facilitating adoptions since 1884. Each member of the staff is an experienced professional, and we’re prepared to assist you in making the best decision for you and your family. We are passionate about serving families and children with excellence.

For I know the plans I have for you,” declares the LORD, “plans to prosper you and not to harm you, plans to give you hope and a future.”

—Jeremiah 29:11
WHAT MOTIVATES US.

At Buckner, we are people motivated by our faith to find families for children in need. In James 1:27, Scripture tells us that we are “to look after orphans and widows in their distress.” It is our goal and ministry to help every child find hope and healing through foster family care or permanency through reunification with kin or through the blessing of adoption.
WE OFFER A FULL RANGE OF OPTIONS.

Our dedicated staff will walk alongside you, helping you plan for your family's future. Among the options we can help you with are:

**Waiting Texas Children.** There are thousands of children in Texas currently in foster care who are legally eligible for adoption. These children may be older, teenagers or part of a sibling group. Our Waiting Texas Children program recuits and licenses families who want to provide a forever home to these children through adoption.

**Foster care.** Our foster care program provides temporary care for children who may have been abused, abandoned or neglected and cannot safely live with their biological family. We recruit and license families to provide a healthy and nurturing family environment until a permanent plan can be made.

**Foster-to-adopt.** Our foster-to-adopt program allows foster families to adopt a child placed with them when all other efforts to reunify the child with relatives have been exhausted.

**Kinship care.** Buckner supports families caring for relatives or fictive kin placed in foster care by providing financial and support services and connections to needed resources.

**Voluntary adoption program.** We provide permanent homes for infants or children whose birth parents have made a voluntary plan of open adoption and want to maintain a relationship with the adoptive family. Families who are interested in Buckner's voluntary adoption program must be open to providing a home for a child in need through another ministry within the Buckner Domestic Adoption Program, either foster-to-adopt or Waiting Texas Children.

**Maternity services.** We offer maternity services in North Texas and surrounding areas to women and couples facing an unexpected pregnancy. While a majority of our clients choose to parent their children, some will bravely make an adoption plan for their child.

**Intercountry adoption.** We are a Hague-accredited adoption service provider that offers intercountry adoption services while working collaboratively with other adoption agencies to serve families.

**Post-adoption services.** We offer support and counseling to help both those who have been adopted domestically or internationally and their parents navigate through the adoption journey. We also offer heritage events, search requests and birthland tours for intercountry adoptive families.

*Partially funded by Texas Department of Family and Protective Services*
WE’RE PART OF AN INTERNATIONAL MINISTRY TO SHINE HOPE IN THE WORLD.

Buckner Foster Care and Adoption is a focus ministry of Buckner International, a global, faith-based ministry dedicated to transforming the lives of orphans, vulnerable children, families and elders in the United States and around the world. Founded in 1879 in Dallas, Texas, today Buckner serves people through a variety of programs designed to protect children and build strong families. These programs include foster care and adoption, family transition programs, community-based family preservation programs and retirement services for the elderly. Buckner also provides humanitarian aid and crisis relief to poverty-stricken families in the United States and worldwide.

BUCKNER
Hope shines here.
GET STARTED.

Start your foster care or adoption journey today by calling us at 1-855-264-8783.

If you are a mother experiencing an unplanned pregnancy, give us a call at 1-800-441-2670, and we'll be happy to talk to you about your family's future and your options.

facebook.com/bucknerinternational

youtube.com/BucknerIntl

twitter.com/Buckner_Intl

instagram.com/Buckner_intl

Buckner International
700 N. Pearl, Suite 1200
Dallas, Texas 75201

BUCKNER
Hope shines here.

buckner.org
February 19, 2019

Mr. Cervantes:

Please let this letter serve to acknowledge that Arlington Life Shelter supports Reserve at New York, a proposed multifamily affordable housing community located at 6011 New York Avenue, in the City of Arlington.

Arlington Life Shelter is a certified 501c(3) non-profit organization whose mission is to promote self-sufficiency by providing shelter, employment programs and transitional services for North Texans impacted by homelessness.

Should you require any additional information or have questions about our organization, please feel free to contact me. Thank you for your kind attention.

We look forward to hearing a positive outcome of this application process for Reserve at New York.

Sincerely,

Becky Grander
Executive Director

cc: Reserve at New York LLC
March 01, 2019

THE ARLINGTON LIFE SHELTER
325 W DIVISION ST
ARLINGTON, TX 76011-7415

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 09-29-1988
- Sales and use tax, as of 03-07-1989
  (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: 17522350994

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 the 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. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
YOU HAVE THE POWER
TO CHANGE LIVES! SEE HOW

Mission & Services
To promote self-sufficiency by providing shelter, employment programs, and transitional services for North Texans impacted by homelessness.

Make a Donation
Now more than ever we need your help to continue to fulfill our responsibilities to the men, women and children we serve. We provide keys to success such as food, shelter, health and social services, etc.

LEARN MORE (http://arlingtonlifeshe

http://www.arlingtonlifeshelter.org/
Volunteer

To volunteer when the residents are present, volunteers MUST be age 18 or older. This includes food teams serving breakfast or dinner. This is to protect the privacy, safety, and dignity of our youngest residents.

LEARN MORE (http://arlingtonlifeshelter.net/Get-Involved/Volunteer.html)

For more information about how you can get involved with the shelter please feel free to sign up for one of our upcoming tours

(http://arlingtonlifeshelter.net/Road-Home-Tours.html)
Hearts TO HOMES
Building better paths to self-sufficiency.

CAPITAL CAMPAIGN

VOLUNTEER NEWS

http://www.arlingtonlifeshelter.org/
Arlington Life Shelter, Arlington Texas

http://www.arlingtonlifeshelter.org/
ABOUT THE ARLINGTON LIFE SHELTER

To promote self-sufficiency by providing shelter, employment programs, and transitional services for North Texans impacted by homelessness.

Who Do We Serve?

Single and multi-parent families, and single men and women

What Do We Provide?

Basic/Emergency Services

- Inclement weather services are available during periods of extreme weather.
- 72 hour services are available for persons not interested in employment.
- 14 day services are provided for persons unable to work due to disability or age.
- Background checks are required.
- No assault convictions in the last 5 years

JOIN OUR COMMUNITY

http://www.arlingtonlifeshelter.org/
Required Third Party Reports
### Required Third Party Reports

Be advised that all third party reports will be posted on the Department's website along with the Application.

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Phase Engineering
   - Date of Report: Feb 19 2019
   - **X** Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - **X** If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - 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.
   - **X** Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - **X** Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - **X** Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - Documentation of HUD Environmental Clearance is included behind this tab.
   - Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - http://www.tdhca.state.tx.us/program-services/environmental/index.htm
   - **X** A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: 
     - Contact Person: 
     - Contact Telephone: Email: 

3. **Primary Market Area Map**
   - **X** Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Apartment MarketData, LLC
   - Date of Report: tbd
   - Development Site Location:
     - Longitude: -97.07624
     - Latitude: 32.647514

4. **Property Condition Assessment (PCA)**
   - Prepared by: na
   - Date of Report: na

5. **Appraisal**
   - Prepared by: na
   - Date of Report: na

6. **Site Design and Development Feasibility Report**
   - Prepared by: BGE, Inc.
   - Date of Report: Feb 25 2019
Reserve at New York

The Phase I Environmental Site Assessment conducted by Phase Engineering, Inc. did not identify any recognized environmental conditions (RECs) and no further environmental assessment activities are recommended for the project site.

However, the study indicates that noise mitigation will be required to establish a noise environment below 65 Db for the property in accordance with HUD standards due to proximity to a major highway.

Although the development team does not anticipate noise being an issue for the project, funds have been budgeted as part of the environmental costs to ensure thorough mitigation. Any recommendations received from the engineer and the design team will be incorporated into the construction of the development.

Reserve at New York LLC

BY: MVAH Reserve at New York LLC and its members

BY: Brian McGeady, its authorized signer

Brian McGeady, Authorized Signer of MVAH Development LLC and MVAH Partners LLC

2.20.19

Date
**MARKET ANALYSIS SUMMARY**

Provider: Apartment MarketData, LLC  
Date: 2/12/2019  
Contact: Darrell G Jack  
Phone: (210) 530-0040  

Development: Reserve at New York  
Target Population: General  
Definition of Elderly Age:  

Site Location: 6011 New York Avenue  
City: Arlington  
County: Tarrant  

Site Coordinates:  
Latitude: 32.647514  
Longitude: -97.076240  
(decimal degree format)

**Primary Market Area (PMA)**  
Square Miles: 21.57  

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March 12, 2019

Mr. Brent Stewart
Texas Dept. of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: Public Information Request - Release

Greetings:

As part of the market studies produced for the 2019 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the "Department") may publish any of the reports on the Department’s website, release it in response to a request for public information, and make other use of the information as authorized by law.”

Sincerely,

[Signature]

Darrell G. Jack
Market Analyst
President
Tie Breakers
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>
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<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate =</th>
<th>6.3</th>
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</thead>
</table>

**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.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>-97.07624</th>
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<tbody>
<tr>
<td>Development Latitude:</td>
<td>32.647514</td>
</tr>
<tr>
<td>Target Population:</td>
<td>General</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>Prairie Ranch Apartments</td>
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<tr>
<td>Application Number:</td>
<td>5610</td>
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<tr>
<td>Address:</td>
<td>4950 Prairie Ranch Drive Grand Prairie, Texas</td>
</tr>
<tr>
<td>Year of Award:</td>
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</table>

Poverty Rate is less than 15.629.
Applicable Poverty Rate is less than 15.629.
Rent Burden Rank = 1706 (lower number wins tie)
Deficiency Documents
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.

- Site Information Form III: The First Amendment to the Purchase and Sale Agreement states that the seller is disclosing the existence of a gas pipeline easement 20 feet off the eastern boundary that is “encumbering the Property”. Site Information Form III states there are no encumbrances. Please clarify.

- Site Plan: The sheet labeled, “Building Data-01”, includes a 2 Bed/2 Bath unit type in the Building & Unit Count. This does not agree with the unit plans, Rent Schedule, and Building/Unit Configuration forms. Please clarify.

- Site Plan: I don’t find a table showing the square footage of the Common Area space on a building by building basis. Please submit a table or clarify the location if I missed it.

- Site Plan: Clarify the location of the van accessible parking spaces.

- Unit Plans: The net rentable areas stated for the 1 Bed/1 Bath unit types on the unit plans do not agree with the Site Plan table, Rent Schedule, and Building/Unit Configuration forms.

- Elevations: There are two elevations for building type “E” but nothing for building type “D” submitted. Please submit elevations for each residential and common building type.

- Elevations: Clarify whether both sides of building type “F” are similar or submit another elevation that depicts both sides.

- Cost of Development Per Square Foot: The application does not appear to be eligible for the maximum points. Soft cost contingency is included on the Development Cost Schedule and must be included in the calculation of Eligible Hard Costs pursuant to §11.1(64)(d) of the 2019 QAP.

- Schedule of Sources & Uses: Please include the names of all financing participants in the provided column.

- Site Design and Development Feasibility: I don’t find an overview of the ingress/egress requirements. Please clarify.

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.

Liz Cline-Rew
Multifamily Finance Housing Specialist
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)).

About TDHCA
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Hello Sarah,

We have discussed internally and you may disregard deficiency item number 8 (Cost of the Development per Square Foot).

Thank you,

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
Fax: 512.475.1895

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Hi there - we have a question about item 8. Do you have time tomorrow for a super short chat? (or today) Let us know and I can send out a dial in number.

Sarah Andre
Structure Development
1301 Chicon, Suite 101
Austin, TX 78702
512/698-3369
April 30, 2019

Ms. Liz Cline
Housing Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Via: liz.cline@tdhca.state.tx.us

Re: Reserve at New York, Arlington, Application #19143

Dear Ms. Cline:

Please see the following responses and associated attachments regarding the deficiency for HTC application #19143 Reserve at New York dated April 25, 2019. The attachment includes documentation and evidence where applicable and is searchable using the attachment’s bookmarks.

1. Site Information Form III: The First Amendment to the Purchase and Sale Agreement states that the seller is disclosing the existence of a gas pipeline easement 20 feet off the eastern boundary that is “encumbering the Property”. Site Information Form III states there are no encumbrances. Please clarify.

   The gas easement is shown on the attached site plan and survey and tab 11 is revised and also attached.

2. Site Plan: The sheet labeled, “Building Data-01”, includes a 2 Bed/2 Bath unit type in the Building & Unit Count. This does not agree with the unit plans, Rent Schedule, and Building/Unit Configuration forms. Please clarify.

   Please see the revised Building Data-01 sheet, which shows the correct unit types that match the Rent Schedule and Building/Unit Configuration forms.

3. Site Plan: I don’t find a table showing the square footage of the Common Area space on a building by building basis. Please submit a table or clarify the location if I missed it.

   Pages 190 through 191 of the Full Application show the Common Area Space on a building by building basis. Common Area Space for Reserve at New York consists of patios, porches, and balconies, along with exterior resident storage and garages on some buildings. A breakdown of the Common Area Spaces in the Clubhouse building is located in the upper right hand corner of page 201 in the Full Application.

4. Site Plan: Clarify the location of the van accessible parking spaces.

   Please see the revised Site Plan indicating the location of the 2 van accessible surface parking spaces, 1 van accessible carport space, and 1 van accessible garage space.
5. **Unit Plans:** The net rentable areas stated for the 1 Bed/1 Bath unit types on the unit plans do not agree with the Site Plan table, Rent Schedule, and Building/Unit Configuration forms. Please see the revised unit plans for the 1-Bed/1-Bath unit types.

6. **Elevations:** There are two elevations for building type “E” but nothing for building type “D” submitted. Please submit elevations for each residential and common building type. Please see the attached building elevations for building type “D”.

7. **Elevations:** Clarify whether both sides of building type “F” are similar or submit another elevation that depicts both sides. Both sides of Building Type “F” are identical.

8. **Cost of Development Per Square Foot:** The application does not appear to be eligible for the maximum points. Soft cost contingency is included on the Development Cost Schedule and must be included in the calculation of Eligible Hard Costs pursuant to §11.1(64)(d) of the 2019 QAP. As discussed, this item is no longer applicable.

9. **Schedule of Sources & Uses:** Please include the names of all financing participants in the provided column. Please see the revised schedule of Sources and Uses.

10. **Site Design and Development Feasibility:** I don’t find an overview of the ingress/egress requirements. Please clarify. As discussed, this item is no longer applicable.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,
Consultant to the Project
1. **Site Acreage**

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

   | Site Control: 5.656 | Site Plan: 5.856 | Appraisal: na | ESA: 5.856 |

   (*) 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 boundary survey established the true acreage as 5.856. The variations from site control is based on appraisal district level information that is not as precise as survey level data.

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):

   | Weldon L. Roper | Weldon L. Roper |
   | Entity Name | Contact Name |
   | 35 Country Road 915 |

   Address

   | Anna | TX | 75409 | 1/1/2006 |

   City | State | Zip | Date of Last Sale |

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

   If "Yes," please explain: na

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

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

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

   | Name: Weldon L. Roper | Relationship: None |

   Site Control is in the form of:

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

   **Expiration of Contract or Option:** 3/12/2020  
   **Anticipated Closing Date:** 2/1/2020

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

     Natural gas easement on the east property line.
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

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

- Evidence of an easement, leasehold, or similar documented access; and
- Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

Development qualifies for the boost for:

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

- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. (Competitive HTC only)
  * Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)
- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). (Competitive HTC only)

If a revised form is submitted, date of submission: **04/30/19**
LOCAL PARKING REQUIREMENTS:

PARKING CALCULATIONS:
- RESIDENTIAL: 2 SPACES PER UNIT FOR TOWNHOMES, 1 SPACE PER UNIT FOR GARAGE APARTMENT
- CLUBHOUSE: 2.5 SPACES PER 1000 SF = 9 SPACES

TOTAL REQUIRED PARKING = 173 SPACES
TOTAL PROVIDED PARKING = 177 SPACES TOTAL (INCLUDES 11 ACCESSIBLE PARKING SPACES)

- 95 ARE SURFACE PARKING
- 82 ARE CARPORT PARKING
- 4 SPACES ARE WITHIN GARAGES

TDHCA AMENITIES CONTAINED WITHIN THE CLUBHOUSE (BUILDING C):
1. FURNISHED COMMUNITY ROOM
2. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
3. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:
4. SWIMMING POOL
5. ONE CHILDRENS' PLAYSCAPE EQUIPPED FOR 5 TO 12 YEAR OLDS

SITE NOTES:
- SITE ACREAGE IS 5.856 ACRES
- SITE IS NOT LOCATED WITHIN A FLOOD PLAIN
- SITE IS NOT LOCATED WITHIN A WETLAND
- SITE HAS A PIPELINE EASEMENT RUNNING NORTH TO SOUTH OF 20' IN WIDTH ALONG THE EASTERN BOUNDARY

ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT
DETECTION IS NOT REQUIRED FOR THIS SITE PER AVAILABLE INFORMATION FROM CITY OF ARLINGTON
### BUILDING & UNIT COUNT

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<tr>
<td>C</td>
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</tr>
<tr>
<td>D</td>
<td>1</td>
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</tr>
<tr>
<td>E</td>
<td>1</td>
<td>8</td>
</tr>
<tr>
<td>G - CLUBHOUSE</td>
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### BUILDING 'A'/'A1'/'A2' SIZE

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<tr>
<td>PATIOS</td>
<td>562</td>
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<tr>
<td>PORCH</td>
<td>333</td>
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<tr>
<td>EXTERIOR RESIDENT STORAGE</td>
<td>135</td>
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<tr>
<td>FIRST FLOOR GROSS AREA</td>
<td>6,172</td>
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### BUILDING 'B' SIZE

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<thead>
<tr>
<th>FLOOR LEVEL</th>
<th>GROSS S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST FLOOR</td>
<td>4,466</td>
</tr>
<tr>
<td>PATIOS</td>
<td>400</td>
</tr>
<tr>
<td>PORCH</td>
<td>420</td>
</tr>
<tr>
<td>FIRST FLOOR GROSS AREA</td>
<td>5,286</td>
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</table>

### BUILDING 'C' SIZE

<table>
<thead>
<tr>
<th>FLOOR LEVEL</th>
<th>GROSS S.F.</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST FLOOR</td>
<td>6,269</td>
</tr>
<tr>
<td>PATIOS</td>
<td>684</td>
</tr>
<tr>
<td>PORCH</td>
<td>264</td>
</tr>
<tr>
<td>FIRST FLOOR GROSS AREA</td>
<td>7,437</td>
</tr>
</tbody>
</table>

---

RESERVE AT NEW YORK

arlington, texas
1 BR / 1 BATH TYPE 1A
ACCESSIBLE UNIT
NET RENTABLE AREA: 818 SF
PORCH: 60 SF
PATIO: 80 SF

REFER TO 1 BEDROOM TYPE 1B / 1C FOR SIGHT & HEARING IMPAIRED UNITS

first floor plan
1 BR / 1 BATH TYPE 1B & 1C

NET RENTABLE AREA: 818 SF
PORCH: 80 SF
PATIO: 60 SF

THE 1 BEDROOM TYPE 1C SIGHT & HEARING IMPAIRED UNITS ARE SIMILAR TO THE 1 BEDROOM TYPE 1B UNIT SHOWN. ALL SIGHT & HEARING UNITS TO INCLUDE THE ELEMENTS PRESCRIBED IN ICC/ANSI A117.1-2009 SECTION 1006 "UNITS WITH ACCESSIBLE COMMUNICATION FEATURES".
## Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Loan/Equity Amount</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Amort -</td>
<td>Term (Yrs)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ization</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Syndication Rate</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lien Position</td>
<td>Lien Position</td>
</tr>
</tbody>
</table>

### Debt

- **TDHCA**
  - MF Direct Loan Const. to Perm. (Repayable)
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%
    - Amortization: 30 years
    - Term: 0 years
  - MF Direct Loan Const. Only (Repayable)
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%
    - Amortization: 30 years
    - Term: 0 years
  - Multifamily Direct Loan (Soft Repayable)
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%
    - Amortization: 0 years
    - Term: 0 years
  - Mortgage Revenue Bond
    - Loan/Equity Amount: $0
    - Interest Rate: 0.00%
    - Amortization: 0 years
    - Term: 0 years
  - PNC Bank, NA.
    - Conventional Loan
      - Loan/Equity Amount: $14,000,000
      - Interest Rate: 5.00%
      - Amortization: 30 years
      - Term: 30 years

### Third Party Equity

- **PNC Bank, NA.**
  - HTC
    - Loan/Equity Amount: $1,500,000
    - Interest Rate: 5.00%
    - Amortization: 30 years
    - Term: 30 years
    - Syndication Rate: 0.94

### Grant

- **City of Arlington**
  - $11.9(d)(2)LPS Contribution
    - Loan/Equity Amount: $500

### Deferred Developer Fee

- **MVAH Development LLC**
  - Deferred Developer Fee
    - Loan/Equity Amount: $1,587,750
    - Interest Rate: 0.00%
    - Amortization: 12 years
    - Term: 2 years

### Other

- Direct Loan Match

### Total Sources of Funds

- Total Sources of Funds: $16,998,109
- Total Uses of Funds: $17,602,057

4/25/2019
**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).

**PNC Bank** will provide the construction loan for the Reserve at New York in the amount of $14,000,000. The interest rate for the construction loan will be 5.00% and the loan term will be 24 months. The lender will have a first lien deed of trust on the land and improvements.

**PNC Bank** will provide the permanent mortgage (first lien position) in the amount of $2,900,000. The interest rate will be 6.00%, amortized over a 30-year period, with a 30-year term. Timing will be contingent on PNC Bank processing due diligence necessary for the commitment and closing of financing.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

*The replacement reserve for Reserve at New York will be $250/unit annually and will be utilized for repairing and maintaining capital improvements on the development site. Specifically relating to maintaining a quality affordable housing community that will be a benefit to the citizens of Texas.*

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

*There are no operating subsidies or project based assistance currently identified for New York. There are no approvals or applications necessary for operating items necessary for the closing of financing of Reserve at New York. All rents are tax credit rents that will be paid by the resident or a section 8 housing choice voucher that is not tied to the specific unit being rented, but the resident. All rents are outlined on the Rent Schedule.*

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

---

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

**Telephone:**

**Email address:**

If a revised form is submitted, date of submission: **04/30/19**
LOCAL PARKING REQUIREMENTS:

PARKING CALCULATIONS:
RESIDENTIAL: 2 SPACES PER UNIT FOR TOWNHOMES, 1 SPACE PER UNIT FOR GARAGE APARTMENT
CLUBHOUSE: 2.5 SPACES PER 1000 SF = 9 SPACES

TOTAL REQUIRED PARKING = 173 SPACES
TOTAL PROVIDED PARKING = 173 SPACES TOTAL (INCLUDES 11 ACCESSIBLE PARKING SPACES)
87 ARE SURFACE PARKING
82 ARE CARPORT PARKING
4 SPACES ARE WITHIN GARAGES

TDHCA AMENITIES CONTAINED WITHIN THE CLUBHOUSE (BUILDING C):
1. FURNISHED COMMUNITY ROOM
2. FURNISHED FITNESS CENTER WITH AT LEAST 1 PIECE OF EQUIPMENT PER 40 UNITS
3. COMMUNITY LAUNDRY ROOM

OTHER SITE AMENITIES:
4. SWIMMING POOL
5. ONE CHILDREN'S PLAYSCAPE EQUIPPED FOR 5 TO 12 YEAR OLDS

SITE NOTES:
SITE ACREAGE IS 5.856 ACRES
SITE IS NOT LOCATED WITHIN A FLOOD PLAIN
SITE IS NOT LOCATED WITHIN A WETLAND
SITE HAS A PIPELINE EASEMENT RUNNING NORTH TO SOUTH OF 20' IN WIDTH ALONG THE EASTERN BOUNDARY
ALL SITE ROUTES TO BE ACCESSIBLE THROUGHOUT
DETECTION IS NOT REQUIRED FOR THIS SITE PER AVAILABLE INFORMATION FROM CITY OF ARLINGTON
May 6, 2019

Ms. Shannon Roth  
Housing Specialist, Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, TX 78701

Via: shannon.roth@tdhca.state.tx.us

Re: Reserve at New York, Application #19143

Dear Ms. Roth:

Please see the following responses and associated attachments regarding the deficiency for HTC application #19143 Reserve at New York, dated May 6, 2019. The attachment includes documentation and evidence where applicable and is searchable using the attachment’s bookmarks.

1. **Tab 38 List of Organizations and Principals**: Org Box 1 and Org Box 3 are inconsistent, confirm whether or not MVAH Holding LLC and MVAH Partners LLC have TDHCA Experience.  
See revised Tag 38 List of Organizations and Principals.

2. **Tab 38 List of Organizations and Principals**: Org Box 5 and Org Box 6 conflict, revise and confirm rather or not MVAH Partners LLC have previous TDHCA Experience.  See the two images below.  
See revised Tag 38 List of Organizations and Principals.

3. **Tab 39 Previous Participation Forms**: The submitted forms for both MVAH Holding and MVAH Partners indicate the entities have previous TDHCA Experience. This should be consistent with Tab 38. Revise as needed based on the previous item.  
Tab 38 List of Organizations and Principals is revised and is now consistent with Tab 39 Previous Participation.

Please let us know if you have any further questions or require further documentation by contacting Sarah H. Andre, at (512) 698-3369 or at sarah@structuretexas.com. Thank you for your consideration.

Sincerely,

Sarah H. Andre,  
Consultant to the Project
Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>MVAH Reserve at New York LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
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<tbody>
<tr>
<td></td>
<td>Address:</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>City: West Chester</td>
<td>State: OH</td>
</tr>
<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Reserve at New York LLC</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>1/29/2019</td>
</tr>
<tr>
<td></td>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>(513) 964-1141</td>
</tr>
<tr>
<td></td>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>List of Sub-Entities or Principals:</td>
<td>1. MVAH Holding LLC</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.</td>
<td>TDHCA Experience:</td>
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</tr>
<tr>
<td></td>
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<td>3.</td>
<td>TDHCA Experience:</td>
<td></td>
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<tr>
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<td>4.</td>
<td>TDHCA Experience:</td>
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<td>5.</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td></td>
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<td>6.</td>
<td>TDHCA Experience:</td>
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</table>

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name:</th>
<th>New York Auxano GP LLC</th>
<th>Role/Title</th>
<th>HUB Mbr of GP</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Address:</td>
<td>8506 Carrie Lane</td>
<td>City: Rowlett</td>
<td>State: TX</td>
</tr>
<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Reserve at New York LLC</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>na</td>
</tr>
<tr>
<td></td>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(214)501-5618</td>
</tr>
<tr>
<td></td>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>List of Sub-Entities or Principals:</td>
<td>1. Auxano Development, LLC</td>
<td>TDHCA Experience:</td>
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<td>2.</td>
<td>TDHCA Experience:</td>
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<td>6.</td>
<td>TDHCA Experience:</td>
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<table>
<thead>
<tr>
<th>Org. 3</th>
<th>Organization Legal Name:</th>
<th>MVAH Holding LLC</th>
<th>Role/Title</th>
<th>Managing Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address:</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>City: West Chester</td>
<td>State: OH</td>
</tr>
<tr>
<td></td>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>MVAH Reserve at New York LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>12/12/2017</td>
</tr>
<tr>
<td></td>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>(513) 964-1141</td>
</tr>
<tr>
<td></td>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
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<td>List of Sub-Entities or Principals:</td>
<td>1. MVAH Partners LLC</td>
<td>TDHCA Experience:</td>
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<td></td>
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<td>TDHCA Experience:</td>
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<td>Organization</td>
<td>Role/Title</td>
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<td>------</td>
<td>-------</td>
</tr>
<tr>
<td>Org. 1</td>
<td></td>
<td>8506 Carrie Lane</td>
<td>Rowlett</td>
<td>TX</td>
</tr>
</tbody>
</table>

Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Yes
Date formed: 8/21/2018
Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No
Phone: (214) 501-5618
Email: darren.smith@auxanodevelopment.com

Organization is identified on Org. Chart: Yes
Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. Michael Riechman
tDHCA Experience: Yes
tDHCA Experience: Yes

2. Brian McGeady
tDHCA Experience: Yes
tDHCA Experience: Yes

3. Darren Smith
tDHCA Experience: Yes
tDHCA Experience: Yes

4. MVAH Partners LLC
Legal Org is or will be: MVAH Holding LLC

Previous TDHCA Experience? Yes
Phone: (513) 964-1141
Email: Brian.McGeady@mvahpartners.com

Organization is identified on Org. Chart: Yes
Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. Michael Riechman
tDHCA Experience: Yes
tDHCA Experience: Yes

2. Brian McGeady
tDHCA Experience: Yes
tDHCA Experience: Yes

3. Darren Smith
tDHCA Experience: Yes
tDHCA Experience: Yes

4. MVAH Partners LLC
Legal Org is or will be: MVAH Holding LLC

Previous TDHCA Experience? Yes
Phone: (513) 964-1141
Email: Brian.McGeady@mvahpartners.com

Organization is identified on Org. Chart: Yes
Ability to exercise Control over the Development? Yes

List of Sub-Entities or Principals:

1. MVAH Partners LLC
tDHCA Experience: Yes
tDHCA Experience: Yes

2. MVAH Development LLC
Role/Title: Co-Developer

Organization Legal Name: MVAH Development LLC
Address: 9100 Centre Pointe Drive, Suite 210
City: West Chester
State: OH
Zip: 45069

Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Yes
Date formed: 12/12/2017
Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No
Phone: (513) 964-1141
Email: Brian.McGeady@mvahpartners.com

Organization is identified on Org. Chart: Yes
Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. MVAH Partners LLC
tDHCA Experience: Yes
tDHCA Experience: Yes

2. MVAH Development LLC
Role/Title: Co-Developer

Organization Legal Name: MVAH Development LLC
Address: 9100 Centre Pointe Drive, Suite 210
City: West Chester
State: OH
Zip: 45069

Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Yes
Date formed: 12/12/2017
Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No
Phone: (513) 964-1141
Email: Brian.McGeady@mvahpartners.com

Organization is identified on Org. Chart: Yes
Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:

1. MVAH Partners LLC
tDHCA Experience: Yes
tDHCA Experience: Yes

2. MVAH Development LLC
Role/Title: Co-Developer

Organization Legal Name: MVAH Development LLC
Address: 9100 Centre Pointe Drive, Suite 210
City: West Chester
State: OH
Zip: 45069

Name(s) of Entities the Organization Owns or Controls:

Organization legally formed? Yes
Date formed: 12/12/2017
Legal Org is or will be: Limited Liability Company

Previous TDHCA Experience? No
Phone: (513) 964-1141
Email: Brian.McGeady@mvahpartners.com

Organization is identified on Org. Chart: Yes
Ability to exercise Control over the Development? No

List of Sub-Entities or Principals:
Scoring Notice
RFI
Board Action
Commitment/Determination Notice
MFDL Award
Carryover