2019 Multifamily Uniform Application

19148 Reserve at Lake Shore
1a Applicant Certification
Development Name: Reserve at Lake Shore

The undersigned hereby makes an Application to Texas Department of Housing and Community Affairs. The Applicant affirms that they have read and understand, as applicable, Title 10, Texas Administrative Code ("10 TAC"), Chapters 1, 8, 11, 12, and 13. Specifically, the undersigned understands the requirements under 10 TAC §11.101 of the Qualified Allocation Plan ("QAP"), Site and Development Requirements and Restrictions, as well as Internal Revenue Code Section 42. By signing this document, Applicant is affirming that all statements and representations made in this certification and application, including all supporting materials, are true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. Applicant is also affirming understanding of 10 TAC §11.11(i) of the QAP, relating to Public Information Requests, specifically that the filing of an Application with the Department is deemed as consent to release any and all information contained therein.

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

Reserve at Lake Shore LLC
Applicant Entity Name

By:
Signature of Authorized Representative
Brian McGeaddy
Printed Name
Authorized Signer
Title
02-11-19
Date

Sworn to and subscribed before me on the 14th day of February, 2019
by Brian McGeaddy
(Personalized Seal)

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

Notary Public Signature
Ohio
Notary Public, State of
Butler
County of
03-18-23
My Commission Expires:
02-11-19
Date
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)
- 10 TAC §11.901(16) - Unused Credit or Penalty Fee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Accessibility Requirements

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

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

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

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

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

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

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

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.
X 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The individual whose name is subscribed hereto, in his or her individual capacity, on behalf of Applicant, and in all other related capacities described above, 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 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 time frame provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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
2019 REVISED Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Michael Riechman

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 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

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

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

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

<table>
<thead>
<tr>
<th>2. Second Contact</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>Justin Gregory</strong></td>
<td>Phone: <strong>(513) 964-1152</strong></td>
</tr>
<tr>
<td>Email: <strong><a href="mailto:justin.gregory@mvahpartners.com">justin.gregory@mvahpartners.com</a></strong></td>
<td>Office <strong>(513) 964-1152</strong></td>
</tr>
<tr>
<td>Mailing Address: <strong>1301 Chicon Street, Unit 101</strong></td>
<td>Mobile</td>
</tr>
<tr>
<td>Street</td>
<td>City</td>
</tr>
<tr>
<td>Austin</td>
<td>TX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: <strong>Sarah Andre</strong></td>
<td>Phone: <strong>(512) 698-3369</strong></td>
</tr>
<tr>
<td>Email: <strong><a href="mailto:sarah@structuretexas.com">sarah@structuretexas.com</a></strong></td>
<td>Office <strong>(512) 698-3369</strong></td>
</tr>
<tr>
<td>Mailing Address: <strong>1301 Chicon Street, Unit 101</strong></td>
<td>Mobile</td>
</tr>
<tr>
<td>Street</td>
<td>City</td>
</tr>
<tr>
<td>Austin</td>
<td>TX</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>5</td>
</tr>
<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
</tr>
<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
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</table>

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

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
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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>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
</tr>
<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
</tr>
<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
</tr>
<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
</tr>
<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>2</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
</tr>
<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
</tr>
<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
<td>1</td>
</tr>
</tbody>
</table>

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

### Point Deductions

<table>
<thead>
<tr>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
</table>

**Total Application Self Score**: 122
Site Info Form Part I
### Development Address (All Programs)

**NEC 19th and Lake Shore Drive**
- **Address:** Waco
- **City:** ETJ? No
- **Region:** 8
- **Zip:** 76708
- **County:** McLennan
- **Urban/Rural:** Urban

### Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>QCT?</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48309003000</td>
<td>No</td>
<td>38553.00</td>
<td>3q</td>
<td>16.1</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

### 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:

### 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:** C-3 and O-2
- **Flood Zone Designation:** Zone X
- **Entire Development Site is outside the 100 year floodplain:** Yes
- **Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):** Prime Farmland

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

- **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:** na

---

**Self Score Total:** 122

**Date:** 2/14/2019
8. School Rating (All Programs) [Tex. Gov't Code §2306.6710(a); 10 TAC §11.101(a)(3)(B)(iv)]

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>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cedar Ridge Elementary</td>
<td>PK through 5</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>GW Carver Middle School</td>
<td>6 through 8</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Waco High School</td>
<td>9 through 12</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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

na 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)]

na 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]

na Applicant requests waiver of rules.

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

na 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

na 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
### Maps:
- [x] Street Map with Site Drawn and Identified
- [x] Census Tract Map with Development Site Identified
  
  ![Census Tract Map](https://ractfinder.census.gov/races/nav/jst/pages/searchresults.xhtml?relresn=)

### 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)

2/15/2019
The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant.

The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
Location Map

Reserve at Lake Shore

NEC of 19th Street and Lake Shore Drive
Waco, Texas
Census Tract Map
Reserve at Lake Shore
NEC of 19th Street and Lake Shore Drive
Waco, Texas
February 28, 2019

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

RE: Zoning Request and Hold Harmless Release

Dear Mr. McGeady:

The City of Waco has received your application for a zoning change for the development known as Reserve at Lakeshore located at the Northeast Corner of 19th Street and Lake Shore Drive. The City has also received the release agreeing to hold the City of Waco harmless in the event the zoning is not granted.

Please contact me if you have any further questions.

Sincerely,

[Signature]

Mr. Clint Peters
Director of Planning Services
City of Waco
401 Franklin Avenue
Waco, TX  76701
APPLICATION FOR ZONING AND LAND USE PLAN CHANGES

1. Case Z-_______ Applicant Reserve at Lakeshore, LLC

2. Property Address not assigned - property ID=324036 per MCAD

3. Legal Description: (Submit certified field notes, if not subdivided with lot and block description)
   Lot(s) n/a Block n/a Addition n/a

4. Existing Zoning: O-2 & C-3
   Proposed Zoning: O-2

5. Existing Land Use Plan Designation: Mixed Use Flex
   Proposed Land Use Plan Designation: Mixed Use Flex/Multi-Family Residential

6. Have any of these requests been made before? not known Dates: n/a

7. Zoning Fee: $300.00 Land Use Plan Fee: $150.00 Date paid:
   (Make check payable to the City of Waco)

8. The next monthly deadline is 5 p.m. on _______________ to be heard at the Plan Commission meeting on _____________
   and at the City Council on _______________

9. I hereby certify that a) the information included in this application is true to the best of my knowledge, and b) I have checked to determine that no deed restrictions apply to this property that conflict with this request.

Applicant’s Signature

<table>
<thead>
<tr>
<th>Applicant’s Signature</th>
<th>Date</th>
<th>Name (PRINTED)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Brian McGeady, Reserve at Lakeshore LLC</td>
</tr>
<tr>
<td>Address &amp; Zip</td>
<td></td>
<td>Telephone E-mail address</td>
</tr>
<tr>
<td>9100 Centre Point Dr, West Chester, OH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Present Owner’s Signature

<table>
<thead>
<tr>
<th>Present Owner’s Signature</th>
<th>Date</th>
<th>Name (PRINTED)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2/26/2019</td>
<td>Kirit Daftary</td>
</tr>
<tr>
<td>Address &amp; Zip</td>
<td></td>
<td>Telephone E-mail address</td>
</tr>
<tr>
<td>415 S 21st</td>
<td></td>
<td>254-379-2100 <a href="mailto:kcdaitary@gmail.com">kcdaitary@gmail.com</a></td>
</tr>
<tr>
<td>76706</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Buyer’s Signature, if under contract

<table>
<thead>
<tr>
<th>Buyer’s Signature, if under contract</th>
<th>Date</th>
<th>Name (PRINTED)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.27.19</td>
<td>Brian McGeady, Reserve at Lakeshore LLC</td>
</tr>
<tr>
<td>Address &amp; Zip</td>
<td></td>
<td>Telephone E-mail address</td>
</tr>
<tr>
<td>9100 Centre Point Dr, West Chester, OH</td>
<td>513-256-3810</td>
<td><a href="mailto:brian.mcgeady@mvshpartners.com">brian.mcgeady@mvshpartners.com</a></td>
</tr>
</tbody>
</table>

12. List names of all partners, board members, and officers of companies involved in this case, in order for the Plan Commission to determine conflicts of interest they might have in individual cases. Failure to do so may result in delaying action on the case until the following month.

13. IT IS IMPERATIVE THAT SOMEONE REPRESENT THE APPLICANT AT EACH PUBLIC HEARING TO ANSWER ANY QUESTIONS WHICH THE COMMISSION, COUNCIL OR PUBLIC MAY HAVE. The city has adopted a Comprehensive Plan which is used as a guide in considering requests for changes in zoning. Any request should be in general conformance with that plan or the applicant should be prepared to present evidence to the Commission that the plan should be changed. The Plan Commission holds a public hearing on each request to determine the effect of the proposed uses upon the neighborhood, traffic, utilities, public health and safety and general welfare. After receiving the report and recommendation of the Plan Commission, the City Council also holds a public hearing on the application. Such hearings and their notices are given in accordance with State statutes and City ordinance regulating the rezoning of property.

14. Mail this application to: City of Waco, Planning Services, P.O. Box 2570, Waco, TX 76702-2570 Or deliver to Planning Services located at 401 Franklin Avenue. If you need information, please call (254) 750-5650.
**INVOICE** (00002857)  
**FOR CITY OF WACO**

**BILLING CONTACT**  
Brian McGeady  
Reserve at Lakeshore LLC

<table>
<thead>
<tr>
<th>INVOICE NUMBER</th>
<th>INVOICE DATE</th>
<th>INVOICE DUE DATE</th>
<th>INVOICE STATUS</th>
<th>INVOICE DESCRIPTION</th>
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<tbody>
<tr>
<td>00002857</td>
<td>02/28/2019</td>
<td>02/28/2019</td>
<td>Due</td>
<td>Request to rezone from C-3 to O-2</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REFERENCE NUMBER</th>
<th>FEE NAME</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>19-00013-ZONE</td>
<td>Zone Change Fee</td>
<td>$300.00</td>
</tr>
</tbody>
</table>

SUB TOTAL: $300.00

**REMITTANCE INFORMATION**

City of Waco  
Mae Jackson Development Center  
PO Box 2570  
Waco, Texas 76702
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/28/2019</td>
<td>03:51PM</td>
<td>Rezoning Request Fee</td>
<td>300.00</td>
</tr>
</tbody>
</table>

**Subtotal:** 300.00

**Total:** 300.00

**Paid by:** Auxano Development

*Signature: ________________________________*

*Thank you for your payment*
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 4:17:16 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.

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

- 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

### Area of Interest (AOI)
- Area of Interest (AOI)

### Soils

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

#### Soil Rating Lines
- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained
- Prime farmland if subsoiled, completely removing the root inhibiting soil layer
- Prime farmland if irrigated and protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available

### Water Features
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available
The soil surveys that comprise your AOI were mapped at 1:24,000.

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: McLennan County, Texas
Survey Area Data: Version 17, Sep 14, 2018
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 4, 2016—Jun 15, 2017

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

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
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<tr>
<td>Fr</td>
<td>Frio silty clay, 0 to 1 percent slopes, occasionally flooded</td>
<td>All areas are prime farmland</td>
<td>8.8</td>
<td>100.0%</td>
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<tr>
<td><strong>Totals for Area of Interest</strong></td>
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<td><strong>8.8</strong></td>
<td><strong>100.0%</strong></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
Waco ISD Elementary School Attendance Boundaries

- Reserve at Lake Shore
- Cedar Ridge Elementary attendance boundary
Waco ISD Middle School Attendance Boundaries

Layered Attendance Zones of Waco ISD with Facility Locations

- Elementary Zones
  - CCMS Attendance Zone
  - ISMS Attendance Zone
  - CMS Attendance Zone
  - TMS Attendance Zone

- Middle School Zones
  - GW Carver Middle School attendance boundary

- High School Zones

- Waco ISD Campuses & Facilities
  - AVE Campus
  - BHE Campus
  - BAE Campus
  - CRE Campus

- Reserve at Lake Shore
Waco ISD High School Attendance Boundaries

- Reserve at Lake Shore
- Waco High School attendance boundary
Texas Education Agency

2018 Accountability Ratings Overall Summary
CEDAR RIDGE EL (161914105) - WACO ISD

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<td>STAAR Performance</td>
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<tr>
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<td>Relative Performance (Eco Dis: 95.2%)</td>
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<td>74</td>
<td>Met Standard</td>
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Distinction Designations

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

## 2018 Accountability Ratings Overall Summary

**G W CARVER MIDDLE (161914048) - WACO ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
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<tr>
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<tr>
<td>Graduation Rate</td>
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<td><strong>School Progress</strong></td>
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### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Earned
<table>
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<th>Component</th>
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<th>Rating</th>
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<tbody>
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<td>Student Achievement</td>
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<tr>
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<td>Met Standard</td>
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**Distinction Designations**

- ELA/Reading: Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Site Info Form Part II
Site Information Form Part II

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

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

   **Contiguous Census Tract #** 48309004103  **Contiguous Tract Quartile** 1st

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

   - Full service grocery store (1 point)(1 mile)
   - Pharmacy (1 point)(1 mile)
   - Health-related facility (1 point)(3 miles)
   - Licensed center serving children (1 point)(2 miles)
   - University or community college (1 point)(5 miles)
   - Census tract with ≥27% associate degrees adults ≥25
   - Outdoor recreation facility available to public (1 point)

3. **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.

4. **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

---

2/17/2019
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)
   - No 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);
   - Yes 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);

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
</tr>
</thead>
<tbody>
<tr>
<td>48309001100</td>
<td>483090002900</td>
</tr>
<tr>
<td>48309001300</td>
<td>48309004103</td>
</tr>
<tr>
<td>48309002800</td>
<td>48309980000</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 An At-risk or USDA Development placed in service 30 or more years ago, that is still occupied, and that has not yet received federal funding, or LIHTC equity, for the purposes of Rehabilitation for the Development (3 points).

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

3. **Proximity to the Urban Core (Competitive HTC Applications Only) [10 TAC §11.9(c)(7)]**
   - No Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.
   - No Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building.
   - No Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building.

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

4. **Concerted Revitalization Plan (Competitive HTC Applications Only) [10 TAC §11.9(d)(7)]**
   - No Application is claiming points for a Concerted Revitalization Plan ("CRP").
   - No No points were claimed for Opportunity Index.
   - No Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
   - No The CRP Packet has been completed and uploaded along with but separately from the Application.

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

   2/17/2019
5. **Declared Disaster Area Scoring (Competitive HTC Applications ONLY) [10 TAC §11.9(d)(3)]**

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

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

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

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

   Application is seeking points for Readiness to Proceed. **Total Points Claimed:** 0
Site Info Part II – Supporting Documents
Supporting Documentation for the Site Information Form Part II

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

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

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

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

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 closing

Acknowledgement(s) of closing date from lenders and syndicator

Certification for construction contract

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

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
Census Tract Map
Reserve at Lake Shore
NEC of 19th Street and Lake Shore Drive
Waco, Texas
Reserve at Lake Shore is less than 2 miles from a Q1 Census Tract.

indicates point of crossing with no barrier

Q3 Distance Map
Reserve at Lake Shore
NEC of 19th and Lake Shore Dr
Waco, Texas
Tract Boundary Image #1 – both tracts are connected via Lake Shore Drive; there are no barriers
Tract Boundary Image #2 – both tracts are connected via China Springs Road; there are no barriers
Tract Boundary Image #3 – both tracts are connected via Airport Road; there are no barriers
Tract Boundary #4 – both tracts are connected via the Waco Dam Hike and Bike Trail; there are no barriers

*No Google Street view available at the exact boundary; the image above is just past the trail head*
Community Assets Map
Reserve at Lake Shore
NEC 19th and Lake Shore Dr
Waco, Texas

Grocery: HEB (0.96 mi)
Pharmacy: HEB (0.96 mi)
Health Care: Providence Family Health Clinic (0.26 mi)
Child Care: EOAC - Logue Lane Head Start Center (1.28 mi)
College: McLennan Community College (0.35 mi)
Associates Degree: 30.43%
Outdoor Rec: Cameron Park and Trail System (0.85 mi)
Meals on Wheels: Meals on Wheels Waco
48309003000 has no HTC Developments

Reserve at Lake Shore
NEC of 19th Street and Lake Shore Drive
Waco, Texas
Reserve at Lake Shore Census Tract Site Demo Search

Census Tract 48309003000 has not HTC developments

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<td>1210</td>
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</tbody>
</table>
Waco City Limits Map

Reserve at Lake Shore
NEC of Lake 19th and Lake Shore Drive
Waco, Texas
Contiguous Census Tracts have no HTC Developments

Reserve at Lake Shore
NEC of 19th St and Lake Shore Drive
Waco, Texas

Contiguous Census Tracts: 48309001100, 48309001300, 48309002800, 48309002900, 48309004103, 48309980000
Reserve at Lake Shore Contiguous Census Tracts Site Demo Search

Census Tract 48309001100 has not HTC developments
Reserve at Lake Shore Contiguous Census Tracts Site Demo Search

Census Tract 48309001300 has not HTC developments
Reserve at Lake Shore Contiguous Census Tracts Site Demo Search

Census Tract 48309002800 has not HTC developments
Reserve at Lake Shore Contiguous Census Tracts Site Demo Search

Census Tract 48309002900 has not HTC developments
Reserve at Lake Shore Contiguous Census Tracts Site Demo Search

Census Tract 48309004103 has not HTC developments
Reserve at Lake Shore Contiguous Census Tracts Site Demo Search

Census Tract 48309980000 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>8.7</td>
<td>8.7</td>
<td>na</td>
<td>8.7</td>
</tr>
</tbody>
</table>

(*) Should equal acreage indicated in site control documents less acreage intended to be dedicated, sold or used for public purpose and not to be encumbered by LURA (net acreage). The net acreage will be used for calculating density for all purposes.

Please provide an explanation of any discrepancies in site acreage below:

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

   **Rajesh Ltd**
<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kirit Daftary</td>
<td></td>
</tr>
</tbody>
</table>

   **Address**
   | 415 S. 21st Street |
   | Waco TX 76706 10/28/2003 |

   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:**
   | Rajesh Ltd |

   **Relationship:**
   | None |

   **Expiration of Contract or Option: 3/26/2020**

   **Anticipated Closing Date: 2/1/2020**

   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.

   The Property has the following encumbrance(s):
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:
- na Evidence of an easement, leasehold, or similar documented access; and
- 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:
- 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)
- 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: ________________________
Site Info Part III – Supporting Documents
<table>
<thead>
<tr>
<th>Site Control Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗ If recorded warranty deed, includes corresponding executed</td>
</tr>
<tr>
<td>settlement statement (or functional equivalent).</td>
</tr>
<tr>
<td>✗ If identity of Interest, includes documentation described in</td>
</tr>
<tr>
<td>10 TAC §11.302(e)(1)(B)(ii), as applicable.</td>
</tr>
<tr>
<td>✗ If Application is requesting Direct Loan Funds, contract</td>
</tr>
<tr>
<td>for sale, option to purchase or option to lease includes the</td>
</tr>
<tr>
<td>language required by 10 TAC §13.5(e).</td>
</tr>
<tr>
<td>✗ Title Commitment or Policy</td>
</tr>
</tbody>
</table>

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<tr>
<th>Ingress/Egress and Easements</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗ Documentation required by 10 TAC §11.204(10)(D) is included,</td>
</tr>
<tr>
<td>as applicable.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Increase in Eligible Basis (30% Boost)</th>
</tr>
</thead>
<tbody>
<tr>
<td>✗ Resolution from the Governing Body of the appropriate</td>
</tr>
<tr>
<td>municipality or county allowing the construction of the</td>
</tr>
<tr>
<td>Development, if applicable.</td>
</tr>
<tr>
<td>✗ Census tract map that includes the 11-digit census tract</td>
</tr>
<tr>
<td>number and clearly shows that the proposed Development is</td>
</tr>
<tr>
<td>located within a QCT, if applicable.</td>
</tr>
<tr>
<td>✗ SADDA map clearly showing the Development is located within</td>
</tr>
<tr>
<td>the boundaries of a SADDA, if applicable.</td>
</tr>
<tr>
<td>✗ Census tract map that includes the 11-digit census tract</td>
</tr>
<tr>
<td>number and clearly shows that the proposed Development is</td>
</tr>
<tr>
<td>located within the boundaries of a Qualified Opportunity Zone,</td>
</tr>
<tr>
<td>if applicable.</td>
</tr>
</tbody>
</table>

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 1st day of November, 2018, by and between MVAH Holding LLC, a Georgia limited liability company ("Assignor"), and Reserve at Lake Shore LLC, a Texas limited liability company ("Assignee").

WITNESSETH:

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 1st day of November, 2018.

ASSIGNOR:

MVAH Holding LLC
a Georgia limited liability company

By: [Signature]
Brian McGeady
Its: Authorized signer

ASSIGNEE:

Reserve at Lake Shore LLC
A Texas limited liability company

By: [Signature]
Brian McGeady
Its: Authorized signer
FIRST AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is executed this 4th day of November, 2018, but to be effective as of October 31, 2018 and is by and between RAJESH LTD., a Texas limited partnership ("Seller"), and RESERVE AT LAKE SHORE LLC, a Texas limited liability company ("Purchaser"), as assignee from MV AH Holding LLC, a Georgia limited liability company ("MVAH").

WITNESSETH:

WHEREAS, on or about October 31, 2018, the Seller and MVAH entered into a Purchase and Sale Agreement (the "Agreement") for the conveyance of approximately 8.7 acres of land (the "Property") being owned by the Seller and being out of approximately 11.442 acres conveyed to Seller by deed of Lyda E. Clark, Trustee dated October 28, 2003, recorded as Deed Number 2003044854 in the McLennan County Deed Records, and being more fully described in Exhibit "B" to the Agreement; 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. In Section 3.2 of the Agreement, certain numbers and words were inadvertently shown as being struck out. The parties acknowledge that the numbers and words are essential to the meaning of Section 3.2 and hereby agree that Section 3.2 shall be interpreted as having all strike-out typeface removed, with the numbers and words being reinstated, so as to give meaning to the paragraph.

2. A new Section 31 is hereby added to the Agreement, which shall read as follows:

31. Independent Consideration. Notwithstanding anything hereinafore to the contrary, the parties acknowledge that the amount 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"). If Closing takes place, then the Independent Consideration shall be credited toward the Purchase Price.

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.

4810-8952-7936.v1
IN WITNESS WHEREOF, each party hereto has caused this Amendment to be duly executed.

SELLER:

RAJESH LTD., a Texas limited partnership

By:

Name: Kirit Daftary
Title: General Partner

PURCHASER:

RESERVE AT LAKE SHORE LLC,
a Texas limited liability company

By:

Name: Brian McHenry
Title: Authorized Signer
RECEIPT OF ESCROW AGENT

The undersigned hereby acknowledges: (i) receipt of this First Amendment to Purchase and Sale Agreement, executed on behalf of the Seller and the Purchaser, as of October 31, 2018; and (ii) that the amount of $30,000.00 is currently held by Chicago Title Company as Deposit in connection with this proposed transaction.

CHICAGO TITLE COMPANY

By: [Signature]
Name: Jackye Mees
Title: Commercial Escrow Officer
Date: February 4th, 2019
Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is effective as of 10/31/2018 3:33:44 PM CDT, 2018, by MVAH Holding LLC, a Georgia limited liability company, or its successors and assigns (the "Purchaser") and Rajesh Ltd, a Texas limited partnership (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, on the Closing Date, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. 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 is One Million Eight Hundred Seventy Five Thousand Nine Hundred and Eleven Dollars ($1,875,911.00) (the "Purchase Price").

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 Thirty Thousand Dollars ($30,000.00), 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. If Purchaser is unsuccessful in receiving an award of housing tax credits (either 9% or 4%, at Purchaser's option) for the project that involves this Property and Agreement (as more fully described in Section 5.19, below), then in that event, Purchaser shall be entitled to terminate this agreement and the Deposit shall be immediately returned to Purchaser. However, in the event Purchaser receives an award of housing tax credits (either 9% or 4%, at Purchaser's option) the Deposit shall become non-refundable except as otherwise provided in this Agreement on the later to occur of (i) Tax Credit Funding; or (ii) the expiration of the Inspection Period and all Extensions thereof. Notwithstanding the foregoing, in the event of a Seller default the Deposit shall be returned to Purchaser. If Purchaser purchases the Property, such Deposit shall be either applied by the Title Company as a credit towards the Purchase Price or returned to Purchaser, as determined by Purchaser. 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 Forty Thousand Dollars ($40,000.00) 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.

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 certificate of the partners of Seller certifying copies of: (i) formation documents of Seller; (ii) all requisite resolutions or actions of Seller 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 Seller.

4.2.4. 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.

4.2.5. 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.

4.2.6. 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; and (iii) 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 from full execution of the Agreement until 5 p.m. EST on February 28, 2019 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 150 residential housing units (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 disclosining 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 approximately 8.7 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 Low Income 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. Seller shall not enter into any Lease, either written or oral, for the production of crops or the grazing of livestock after the Effective Date of this Agreement unless the same is consented to in writing by Purchaser.

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 and any Extension Fee paid prior to termination to Purchaser and 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 two (2) successive periods of ninety (90) 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 Ten Thousand Dollars ($10,000.00) 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 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. 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 as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit and any paid Extension Fee 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 Fees. 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.

7.2. **Authority and Organization.** Seller represents that it is a limited partnership, duly organized, validly existing, and in good standing under the laws of the State of Texas, and has all requisite power and authority to carry on its business as it is presently being conducted. 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 for 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 agricultural 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 Extension Fee(s) shall be immediately delivered to Purchaser; (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 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 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 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.

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:**

Rajesh Ltd  
415 S. 21st Street  
Waco, Texas 76706-2762  
Attention: __________________________  
Telephone: __________________________  
Email: __________________________
with a copy to: Bentwood Realty  
601 Lake Air Drive  
Waco, TX  76710  
Attention: Bryan Jenkins  
Telephone: 254-744-3917  
Email: BJenkins@BentwoodRealty.com

Purchaser: MVAH Holding LLC  
9100 Centre Pointe Drive, Suite 210  
West Chester, OH  45069  
Attention: Brian McGeady  
Telephone: (513) 964-1141  
Email: Brian.McGeady@mvapartners.com

with a copy to: Coats Rose, P.C.  
14755 Preston Road, Suite 600  
Dallas, TX  75254  
Attention: Mattye Jones  
Telephone: 972-419-8453  
Email: mjones@coatsrose.com

Chicago Title Company  
c/o Coats Rose, P.C.  
14755 Preston Road, Suite 600  
Dallas, TX  75254  
Attention: Rebecca S. Brusilow  
Telephone: 972-419-4710  
Email: rbrusilow@coatsrose.com

Coldwell Banker Apex, Realtors  
650 Beebalm Road, Ste 210  
Garland, TX 75040  
Attention: Janet Sebile  
Telephone: (972) 840-1400  
Email: jsebile@gmail.com

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 Preclusion; 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 Low Income 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 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. Notwithstanding anything to the contrary herein, Seller is responsible for the payment of Fifty Thousand Dollars ($50,000.00) toward any agricultural tax recoupment charges and/or deferred real estate taxes for the Property. Seller agrees that the amount of Fifty Thousand Dollars ($50,000.00) of Seller’s net sales proceeds will be held in escrow at closing for payment of the aforementioned tax liability.

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 Bentwood Realty (the "Seller’s Broker"), and Coldwell Banker, Apex (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.

[Signatures on the Next Page]
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:
Rajesh, Ltd.
a Texas limited partnership

By: [Signature]
Print Name: Kirkit Daftary
Title: Owner

Purchaser:

MVAH Holding LLC
a Georgia limited liability company

By: [Signature]
Print Name: Brian McLeod
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.

"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.

"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 whether written or oral (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 approximately 8.7 acres of real property, net of any wetlands or waterways, located on E. Lakeshore Drive, Waco, McLennan County, Texas and known as parcel no. 32406, 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

Approximately 8.7 acres of the following parcel:
Parcel 324036
TUCKER JOHN Acres 11.442
Being the same property conveyed to Seller herein by deed of Lyda E. Clark, Trustee dated 10.28.2003 and recorded as Deed Number 2003044834 in the McLennan County Deed Records.
Chicago Title Company

By: [Signature]

Name: Jackye Mees
Title: Escrow Officer
Date: November 8, 2018
RECEIPT OF EARNEST MONEY - GF# 800055180087

MVAH & Rajesh, Ltd

E Lakeshore Drive, Waco, Texas

The undersigned hereby acknowledges: the amount of $30,000.00 is currently held by Chicago Title Company as Deposit in connection with this proposed transaction.

CHICAGO TITLE COMPANY

By: [Signature]

Name: Jackye Mees
Title: Escrow Officer
Date: November, 8, 2018
(GF# 8000551800087) - Rajesh LTD and MVAH Holding LLC - Receipted Extension Fee

Paige Harrell <pharrell@coatsrose.com>  
Thu, Feb 28, 2019 at 12:55 PM

To: Laura McManus <Laura.McManus@mvahpartners.com>  
Cc: Isabelle Atkinson <isabelle@structuretexas.com>, Carolyn Crombie <Carolyn.Crombie@mvahpartners.com>, Darren Smith <Darren.Smith@mvahpartners.com>, Jackye Mees <jmees@coatsrose.com>, Pam Saks <psaks@coatsrose.com>, Rebecca Brusilow <rbrusilow@coatsrose.com>, Mattye Jones <mjones@coatsrose.com>, Paige Mebane <pmebane@coatsrose.com>, Shirley Wuest <swuest@coatsrose.com>, "Tamea A. Dula" <tdula@coatsrose.com>, "brian.mcGeady@mvahpartners.com" <brian.mcGeady@mvahpartners.com>, Sallie Burchett <sallie@structuretexas.com>

All,

We are in receipt of Purchaser’s Extension Fee in the amount of $10,000.00 via wire transfer in accordance with the terms of the Purchase and Sale Agreement, Section 5.2, for the above-referenced property.

A new Critical Dates Letter will be circulated to both parties upon completion.

Thank you,

Paige Harrell
Commercial Escrow Assistant

COATS | ROSE
A PROFESSIONAL CORPORATION

Fee Attorney for Chicago Title
14755 Preston Road, Suite 600
Dallas, Texas 75254
972-419-4728 direct
972-419-4725 fax
214-205-5513 cell
pharrell@coatsrose.com
www.coatsrose.com

Important: Do not accept new, revised or altered wire instructions without calling our office for confirmation.
FW: PSA between Rajesh Ltd and MVAH Holding LLC

Justin Gregory <Justin.Gregory@mvahpartners.com>  Thu, Feb 28, 2019 at 2:51 PM
To: Sallie Burchett <sallie@structuretexas.com>, Isabelle Atkinson <isabelle@structuretexas.com>

This too

Justin Gregory
Financial Analyst

9100 Centre Pointe Drive, Suite 210

Empower People
Enhance Communities

O (513) 964-1152, C (724) 561-3196

NOTE NEW EMAIL ADDRESS  justin.gregory@mvahpartners.com

From: Paige Harrell <pharrell@coatsrose.com>
Sent: Thursday, February 28, 2019 3:51 PM
To: Laura McManus <Laura.McManus@mvahpartners.com>; bjenkins@BentwoodRealty.com; Mattye Jones <mjones@coatsrose.com>; Rebecca Brusilow <rbrusilow@coatsrose.com>; jsebile@gmail.com; Jackye Mees <jmees@coatsrose.com>
Cc: Darren Smith <Darren.Smith@mvahpartners.com>; Justin Gregory <Justin.Gregory@mvahpartners.com>; Carolyn Crombie <Carolyn.Crombie@mvahpartners.com>
Subject: RE: PSA between Rajesh Ltd and MVAH Holding LLC

Received. Thank you, Laura.
Attached please find copies of the letters exercising Purchaser’s first Inspection Period extension. Funds were sent via wire to the Title Company on 2/28/19.

Thank you,

Laura McManus
Corporate Accounting Manager/Treasurer

9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

Empower People
O (513) 964-1168, C (513) 476-7582

Enhance Communities
F (937) 913-5444

NOTE NEW EMAIL ADDRESS Laura.McManus@mvahpartners.com
WIRE FRAUD ALERT

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

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

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

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

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

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

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

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

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

- **Internet Crime Complaint Center:**  
We (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:

Attest:
Pam Saks

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.
1. The policy or policies to be issued are:

   a. OWNER’S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $1,875,911.00
      PROPOSED INSURED: Reserve at Lake Shore LLC

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:

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

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

   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   Rajesh, Ltd., a Texas Limited Partnership
4. Legal description of land:

BEING A 15.000 ACRE TRACT OF LAND LYING AND SITUATED AND BEING IN THE JOHN TUCKER SURVEY IN MCLENNAN COUNTY, TEXAS AND BEING OUT OF AND A PART OF THAT CERTAIN 297.70 ACRE TRACT OF LAND CONVEYED TO P & R INVESTMENTS, BY DEED RECORDED IN VOLUME 1452, PAGE 859 OF THE DEED RECORDS OF SAID COUNTY. SAID 15.000 ACRE TRACT BEING IN THAT CERTAIN 284.951 ACRE TRACT SURVEYED BY CHARLES A. RODEN, RPLS #2280, WHICH IS DATED FEBRUARY 12, 1985 AND IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE NORTH R-O-W LINE OF LAKE SHORE DRIVE AND SOUTH LINE OF SAID RODEN'S SURVEY NORTH 77 DEGREES 23 MINUTES 00 SECONDS EAST - 550.83 FEET FROM THE MOST EASTERLY SW CORNER OF SAID IRON ROD BEING THE SW CORNER OF THIS DESCRIPTION;

THENCE NORTH 40 DEGREES 58 MINUTES 45 SECONDS WEST - 769.37 FEET TO A POINT FOR THE NW CORNER OF THIS DESCRIPTION;

THENCE NORTH 77 DEGREES 23 MINUTES 00 SECONDS EAST - 1147.87 FEET TO A POINT FOR THE NE CORNER OF THIS DESCRIPTION;

THENCE SOUTH 12 DEGREES 37 MINUTES 00 SECONDS EAST - 667.01 FEET TO AN IRON ROD FOUND IN SAID NORTH LINE OF LAKE SHORE DRIVE FOR THE SE CORNER OF THIS DESCRIPTION;

THENCE SOUTH 77 DEGREES 23 MINUTES 00 SECONDS WEST - 782.38 FEET ALONG SAID NORTH LINE OF LAKE SHORE DRIVE TO THE POINT OF BEGINNING, CONTAINING 15.000 ACRES OF LAND, MORE OR LESS.

SAVE AND EXCEPT:

LOT ONE (1) IN BLOCK ONE (1) OF THE LYDA ADDITION, TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, AS PER PLAT OF SAID ADDITION RECORDED UNDER CLERK'S FILE NO. 2002005351 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.

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

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

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage.

   (Applies to Mortgagee Policy (T-2) only.)
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

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

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

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

c. Mineral Reservation reserved by grantors in deed dated September 7, 1983, executed by United States Trust Company of New York, Trustee to P & R Investments, a Joint Venture, recorded in Volume 1452, Page 859 of the Deed Records, McLennan County, Texas. Reference to which instrument is here made for all purposes. TITLE to said interest not checked subsequent to date of aforesaid instrument.

d. Flowage easement for the perpetual right, power and privilege to occasionally overflow, flood and submerge part of the land with the right of ingress and egress to repair, operate and patrol and maintain drainage ditches, being described in Judgment of Declaration of Taking dated April 1, 1964, styled United States of America vs. W. W. Callan, etal, recorded in Volume 939, Page 682 of the Deed Records of McLennan County, Texas.

e. Rights of tenants as tenants under that certain Grazing and Farming Lease dated June 24, 1981, between the United States Trust Company of New York, Trustee and Vincent Newhaus.

f. Water permit issued by the Board of Water Engineers for the State of Texas to W. W. Cameron on January 20, 1919, and filed for record January 25, 1919, recorded in Volume 1, Page 14 of the Texas Irrigation Permit Records of McLennan County, Texas. Permit for extension of time for said water permit was executed by the said Board of Water Engineers to the said W. W. Cameron on February 21, 1922, recorded in Volume 1, Page 20 of said Texas Irrigation Permit Records of McLennan County, Texas.

g. Agreement dated April 8, 1975 between the City of Waco and the Economic Development Administration, United States of America, recorded in Volume 1195, Page 596 of the Deed Records of McLennan County, Texas.

h. Easement dated August 22, 1947, executed by John L. Burgess and wife, Mary Clifton Burgess to Texas Power & Light Company, recorded in Volume 606, Page 584 of the Deed Records of McLennan County, Texas.

SCHEDULE B
EXCEPTIONS FROM COVERAGE

(continued)

j. Easement dated September 27, 1961, executed by W. W. Callan to Texas Power & Light Company and Southwestern Bell Telephone Company of St. Louis, Missouri, recorded in Volume 899, Page 511 of the Deed Records of McLennan County, Texas.

k. Terms, conditions and stipulations in that Complete Release in favor of the United States Trust Company of New York, Trustee, recorded in Volume 1521, Page 843 of the Deed Records of McLennan County, Texas.


n. Terms, conditions and provisions as set out in Special Warranty Deed dated October 15, 2003, recorded under Clerk's File No. 2003044854 of the Official Public Records of McLennan County, Texas.

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

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

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

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

p. 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.
SCHEDULE C

Commitment No.: 8000551800087
GF No.: CTHS55-8000551800087-JM

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. The requirement of legal right of access has been satisfied.

7. Affidavit as to Debts and Liens and Waiver of Inspection to be executed at closing.

8. NOTE: The Policy of Title Insurance to be issued under this Commitment for Title Insurance provides for arbitration, which is a common form of alternative dispute resolution. The rules of the Texas Department of Insurance allows you to request that such provision be deleted from the policy at no additionally charge to you. Unless you notify us prior to settlement that you wish to have the arbitration provision deleted it will be in the policy, which we issue to you. (This provision does not apply to the Texas Residential Owners Policy or Texas Interim Construction Binder.)

9. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.

10. Be advised: All documents will be filed electronically. Please collect $4.26 per document, payable to Texas Central Title on a separate line item, to pay for this service.

11. FOR TRANSACTIONS THAT CLOSE ON OR AFTER JANUARY 1, 2018: State GARC Fee of $4.50 per policy must be collected and remitted to Texas Central Title for all policies that will be issued by Texas Central Title.
SCHEDULE C
(continued)

12. Company requires that all parties provide current drivers license or current proof of identification at closing.

13. If transaction is not closed in the office of Texas Central Title, LLC, this company will require a copy of the Settlement Statement, Waiver of Inspection, Affidavit as to Debts and Liens, and a copy of any payoff statements and copy of the payoff check(s) before any Title Policy(ies) are issued.

14. This commitment is being provided for the purposes of "title evidence" only. Company will not issue any policy(ies) of title insurance in connection with the proposed transaction.

15. Title must be updated 24 hours prior to closing to verify no liens or any other documentation has been placed of record which may effect said property.

16. Property described in Schedule A has an agricultural exemption and may be subject to roll back taxes if land use changes.

17. Company requires acceptable proof of payment of all 2018 property taxes, which are now due and payable.

18. Title Company will require Corporate Resolution on Rajesh, Ltd., setting out person or persons authorized to execute legal documents on behalf of said corporation.

19. Title Company will require Corporate Resolution on MVAH Holding, LLC, setting out person or persons authorized to execute legal documents on behalf of said corporation.

20. Abstract of Judgment filed December 15, 2017, styled City of Waco - ET AL vs. Jesus Rivera, Rajesh, Ltd. and Saaed Ara, in the amount of $4,214.28 (plus interest & court costs) and being recorded under Clerk's File No. 2017040998, Official Public Records, McLennan County, Texas. (TO BE RELEASED, OR AN AFFIDAVIT BE PLACED OF RECORD STATING PROPERTY OWNER IS NOT THE SAME AS THE DEFENDANT IN JUDGMENT)

21. Note –Important Notice

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

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

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

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

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

22. 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.

23. 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.
SCHEDULE D

Commitment No.: 8000551800087

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.

   **Directors**: Raymond Randall Quirk, Anthony John Park, Michael J. Nolan, Theodore L. Kessner, Edson N. Burton, Jr.

   **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 Greash (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>Total</th>
<th>$ 0.00</th>
</tr>
</thead>
</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.: 8000551800087

BEING A 15.000 ACRE TRACT OF LAND LYING AND SITUATED AND BEING IN THE JOHN TUCKER SURVEY IN MCLENNAN COUNTY, TEXAS AND BEING OUT OF AND A PART OF THAT CERTAIN 297.70 ACRE TRACT OF LAND CONVEYED TO P & R INVESTMENTS, BY DEEDRecorded in Volume 1452, Page 859 OF THE DEED RECORDS OF SAID COUNTY. SAID 15.000 ACRE TRACT BEING IN THAT CERTAIN 284.951 ACRE TRACT SURVEYED BY CHARLES A. RODEN, RPLS #2280, WHICH IS DATED FEBRUARY 12, 1985 AND IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND IN THE NORTH R-O-W LINE OF LAKE SHORE DRIVE AND SOUTH LINE OF SAID RODEN'S SURVEY NORTH 77 DEGREES 23 MINUTES 00 SECONDS EAST - 550.83 FEET FROM THE MOST EASTERLY SW CORNER OF SAID IRON ROD BEING THE SW CORNER OF THIS DESCRIPTION;

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

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.
Chicago Title of Texas, LLC  
13737 Noel Road, Suite 1210  
Dallas, TX 75240

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

Date: March 28, 2019  
To: Rajesh Ltd  
Property: Approximately 8.7 Acres in a Parcel located on E. Lakeshore Drive, Waco, TX

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

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

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

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

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

__________________________________  ________________________________
Title insurance insures you against loss resulting from certain risks to your title.

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

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y endéntelo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The arbitration provision in the Policy is as follows:

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

Signature ___________________________________________ Date ________________
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Revised May 1, 2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective Date: 5/1/2018
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
Multiple Site Information Form
Not Applicable
Elected Officials
Elected Officials

- ** US Representative District

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

- State Senator District
- State Representative District
- Support Letter
- Support Letter
- City Mayor
- County Judge
- School Superintendent District Name Email
- Address City Zip
- Presiding officer of Board of Trustees Email
- Address City Zip
- District/Precinct Email or Phone
- District/Precinct Email or Phone
- District/Precinct Email or Phone
- District/Precinct Email or Phone
- District/Precinct Email or Phone
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- District/Precinct Email or Phone
- District/Precinct Email or Phone
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- No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

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

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

No Pre-Application was submitted.

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

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

1/27/2019
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

1/27/2019
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of February, 2019
Development Narrative
1. **The proposed Development is:** (Check all that apply)

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

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

Previous TDHCA #

If Acquisition/Rehab or Rehab, original construction year:

If Reconstruction, Units Demolished

Units Reconstructed

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

- [ ] General

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

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

- [ ] Development meets the requirements of the Housing for Older Persons Act under the Fair Housing Act.
- [ ] Development receives federal funding that has a requirement for a preference or limitation for elderly persons or households, but must accept qualified households with children.

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

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

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

4. **Narrative**

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

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

*Reserve at Lake Shore (the "Development") will be a new construction family development located at the north Lake Shore Drive and N 19th Street in Waco, McLennan County, Texas. The development is comprised of (11) 2-story townhome buildings of various sizes and counts with a total of 86 units, 77 will be designated for low income residents and 9 will be market-rate. 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>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 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 can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

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

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

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

Has this site/activity previously received TDHCA funds? No

If “Yes” Enter Project Number: _______________ and TDHCA funding source: _______________.

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

If yes, source: _______________.

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

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

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

- [ ] At least 20% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 50% or less of the area median gross income, adjusted for family size.
- [x] At least 40% or more of the residential units in such development are both rent restricted and occupied by individuals whose income is 60% or less of the median gross income, adjusted for family size.
- [ ] Applicant elects to use the Average Income for the Development.

If a revised form is submitted, date of submission: _______________.
Development Activities
Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>86</td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

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

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

**A. Unit Sizes**

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

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

- OR:

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

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

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

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

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

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

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

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

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

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

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

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

Regardless of building type, ALL Units accessed by the ground floor or by elevator (“affected units”) must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).
Development Activities 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:
     - **Points claimed:** 6
     - **Bedroom Size**
       - 0
       - 1
       - 2
       - 3
       - 4
     - **Square Footage**
       - 550
       - 650
       - 850
       - 1,050
       - 1,250
   - Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).*
   - *Direct Loan applicants proposing new construction or rehabilitation should be prepared to comply with requirements of 81 FR 92626, which requires installation of broadband infrastructure at the time of new construction or substantial rehabilitation of multifamily rental housing that is funded or supported by HUD.

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 35% 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.
     - **Points Claimed:** 16
     - **Total Number of Units at 50% or less of AMGI**
       - 27
     - **Number of 30% Units used to score points under §11.9(c)(2)***
       - 9
     - **Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)**
       - 0
     - **Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)**
       - 18
     - **Percentage used for calculation of eligible points under §11.9(c)(1)**
       - 23.38%
     - **Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or Development proposed in all other areas.**
       - 0
       - 16
   - *Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application’s scoring elections.
   - **OR**
     - Application proposes to use the Average income election under §42(g)(1)(C) of the Code, and
     - **Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA**
       - The Average Income for the proposed Development will be 54% or lower (16 points).
       - The Average Income for the proposed Development will be 55% or lower (14 points).
       - The Average Income for the proposed Development will be 56% or lower (12 points).
     - **OR**
       - Development proposed in all other areas.
       - The Average Income for the proposed Development will be 55% or lower (16 points).
       - The Average Income for the proposed Development will be 56% or lower (14 points).
       - The Average Income for the proposed Development will be 57% or lower (12 points).

   - Application is seeking points for Income Levels of Residents. **Points Claimed:** 16
4. **Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark **only one** box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization. **0**
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or **11**
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or **0**
- At least 5% of all low-income Units at 30% or less of AMGI **0**

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

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

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

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

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

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

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

B **X 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

**X 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.

**X Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs:**

**AND**

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

**OR**

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.

**0**
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 includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.

Development only has units available that have existing or proposed project-based rental or long-term operating assistance that will be in effect when the property is operating or within six months of receiving Section 811 PRA Program assistance;

Development only has units available that are restricted for persons with disabilities.

A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.

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

Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.

The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA's most current Flood Insurance Rate Maps.

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

Other disqualifying factor (please explain)

Application is seeking points for Tenant Populations.

Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]

Development is requesting Pre-Application Points.

Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]

Development will maintain a 35 year Affordability Period.

Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]

Application requests points for Historic Preservation.

Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.

Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.

Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.

At least 75% of the residential units will be within the Certified Historic Structure.

Attached behind this tab are the THC letter and other documentation described above.

Application is eligible for five (5) points.

Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]

Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.

Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]

Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.

Attached behind this tab are the THC letter and other documentation described above.

Application is eligible for five (5) points.
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:
Section 811 PRA Program Certification

(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 I; 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)

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)(I)).

- Residential Building floor plans should include the following, building by building:
  - separate tabulation of the square footage of each of these areas: breezeways, corridors, utility closets, balconies, porches and patios, and any other square footage not included in NRA; and
  - location of accessible units (unless included on Site Plan).

- Common Building floor plans should include tabulations of the square footage of the following spaces that are outside of Net Rentable Area, whether conditioned or unconditioned, building by building:
  - spaces that are accessible to tenants, e.g., offices for tenant/management contact, resident services offices, clubrooms, kitchens, community restrooms, exercise rooms, laundries, porches, patios, mailbox areas, etc. (state each area separately);
  - spaces that are restricted to employees, only, e.g., administrative offices, maintenance areas, equipment rooms, storage areas, etc. (state each area separately); and
  - For Supportive Housing only, specification of space to be used for 75 sq ft/unit common space.

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

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

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

**OWNER:**
RESERVE AT LAKE SHORE, LLC
9100 CENTRE POINTE DRIVE, SUITE 210
WEST CHESTER, OHIO 45069
(513) 964-1140

**DEVELOPER:**
MVAAH 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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**MVAAH PARTNERS**

**RESERVE AT LAKE SHORE**

waco, texas

building data - 01

02.27.19

© 2019 MVAAH Development LLC
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LOCAL PARKING REQUIREMENTS:

**Residential:** 1.5 spaces per 1BR unit, 2 spaces per 2BR unit, 2.5 spaces per 3BR unit
**Clubhouse:** 1 space per 300 SF = 6 spaces

TOTAL REQUIRED PARKING = 192 SPACES
TOTAL PROVIDED PARKING = 194 SPACES (INCLUDES 12 ACCESSIBLE PARKING SPACES)

**Use of Ancillary Space Within the Clubhouse Building:**
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 is located completely within the 500-year flood plain
- Site is not located within a wetland
- Site has no known easements or pipeline easements
- All site routes to be accessible throughout
2ND FLOOR GROSS FLOOR AREA: 3,951 SF
NET RENTABLE AREA: 3,951 SF

1ST FLOOR GROSS FLOOR AREA: 7,401 SF
NET RENTABLE AREA: 6,401 SF
PATIOS: 578 SF
PORCHES: 231 SF
EXTERIOR RESIDENT STORAGE: 191 SF

---

SHADE INDICATES DESIGNATED ACCESSIBLE UNIT

---

second floor plan

---

first floor plan

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RESERVE AT LAKE SHORE
waco, texas

c03.27.19
buiding 'C' first and second floor plans - 07

© 2019 MVAAH Development LLC
second floor plan

first floor plan

2ND FLOOR GROSS FLOOR AREA: 2,015 SF
NET RENTABLE AREA: 2,015 SF

1ST FLOOR GROSS FLOOR AREA: 2,501 SF
NET RENTABLE AREA: 2,059 SF
PATIOS: 262 SF
PORCHES: 99 SF
EXTERIOR RESIDENT STORAGE: 81 SF
1 BR / 1 BATH TYPE 1B & 1C

NET RENTABLE AREA: 817 SF
PORCH: 60 SF
PATIO: 80 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 LAKE SHORE
waco, texas

second floor plan

1 bedroom option 1 type 1B - unit plan - 13

1 BK / 1 BATH OPTION 1
TYPE 1B

NET RENTABLE AREA: 957 SF
PORCH: 24 SF
BALCONY: 86 SF

© 2019 MVAV Development LLC
02.27.19
2 BR / 1 BATH TYPE 2A
ACCESSIBLE UNIT
NET RENTABLE AREA: 1,064 SF
RESIDENT STORAGE: 29 SF
PORCH: 33 SF
PATIO: 80 SF

REFER TO 2 BEDROOM TYPE 2B / 2C FOR SIGHT & HEARING IMPAIRED UNITS.

first floor plan
3/16" = 1'-0"

MVVAH PARTNERS
RESERVE AT LAKE SHORE
waco, texas

2 bedroom type 2A accessible - unit plan - 14
second floor plan

first floor plan

2 BR / 1.5 BATH TYPE 2B & 2C

NET RENTABLE AREA: 1,250 SF
RESIDENT STORAGE: 27 SF
PORCH: 33 SF
PATIO: 70 SF

THE 2 BEDROOM TYPE 2B & 2C UNIT SHOWN ALL SIGHT & HEARING UNITS TO INCLUDE THE ELEMENTS PRESCRIBED IN ICC/ANSI A117.1-2009 SECTION 1009 "UNITS WITH ACCESSIBLE COMMUNICATION FEATURES".

RESERVE AT LAKE SHORE
waco, texas

02.27.19

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EXTERIOR FINISHES PERCENTAGES

TOTAL BUILDING MATERIAL COMPOSITION
BRICK VENEER: 33%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 67%

*NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY ONTO CONCRETE SPLASH BLOCKS WITH A 3" KLUGER SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.

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)

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 22%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 78%

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 14%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 86%

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 84%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 16%

RESERVE AT LAKE SHORE
waco, texas

building type 'C' elevations - 20

© 2019 MVHAH Development LLC
**ELEVATION MATERIAL COMPOSITION**
- BRICK VENEER: 50%
- FIBER CEMENT HORIZONTAL / SHAKE SIDING: 50%

**SIDE ELEVATION**
- 1/16" = 1'

**REAR ELEVATION**
- 1/16" = 1'

**FRONT ELEVATION**
- 1/16" = 1'

**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)

**EXTERIOR FINISH PERCENTAGES**
- TOTAL BUILDING MATERIAL COMPOSITION
  - BRICK VENEER: 30%
  - FIBER CEMENT HORIZONTAL / SHAKE SIDING: 70%

**NOTES**
- All gutters and downspouts will either empty onto concrete splash blocks with a 1% to 2% slope away from the building or will be piped to an appropriate location.
EXTERIOR FINISHES PERCENTAGES

TOTAL BUILDING MATERIAL COMPOSITION
BRICK VENEER: 35%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 65%

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)

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 50%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 50%

NOTE: ALL GUTTERS AND DOWNSPOUTS WILL EITHER EMPTY INTO CONCRETE SPLASH BLOCKS WITH A 3% SLOPE AWAY FROM THE BUILDING OR WILL BE PIPED TO AN APPROPRIATE LOCATION.

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 10%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 90%

ELEVATION MATERIAL COMPOSITION
BRICK VENEER: 52%
FIBER CEMENT HORIZONTAL / SHAKE SIDING: 48%
Specifications and Building/Unit Type Configuration
**SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION**

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows S1 through 79.

**Specifications and Amenities (Check all that apply)**

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

**Development will have:**
- **Fire Sprinklers**
- **Elevators**
- **Free Paid**
- **# of Elevators**
- **Wt. Capacity**

<table>
<thead>
<tr>
<th>Number of Parking Spaces (consistent with Architectural Drawings):</th>
<th>Free</th>
<th>Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shed or Flat Roof Carport Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Garage Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attached Garage Spaces</td>
<td>173</td>
<td></td>
</tr>
<tr>
<td>Uncovered Spaces</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking Garage Spaces</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Floor Composition/Wall Height:**
- **100% Carpet/Vinyl/Resilient Flooring**
- **# F Ceiling Height**
- **% Ceramic Tile**
- **Upper Floor(s) Ceiling Height (Townhome Only)**
- **% Other**

Describe: Accessible units to have tile in lieu of resilient floor

**Number of Stories**
- **2**
- **2**
- **2**
- **2**
- **2**
- **2**

**Number of Buildings**
- **1**
- **1**
- **1**
- **1**
- **1**
- **1**

**Building Label**
- **A**
- **A1**
- **B**
- **C**
- **D**
- **E**

**# of Units**
- **1**
- **2**
- **2**
- **2**
- **2**
- **1**

**# of Stories**
- **2**
- **1.5**
- **1.5**
- **2**
- **2**
- **2**

**Building Configuration (Check all that apply):**
- **Single Family Construction**
- **SRO**
- **Transitional (per §42(i)(3)(B))**
- **Duplex**
- **Scattered Site**
- **Fourplex**
- **X > 4 Units Per Building**
- **X Townhome**

<table>
<thead>
<tr>
<th>Number of Elevators</th>
<th>Wt. Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

**Benet the total development common area from the architect's plans:**

Ensure that this number matches your architectural drawings.

**Supportive Housing Applicants Only**

Enter the total development common area from the architect’s plans:

The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:

The lesser of these two numbers added to NRA:

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

**Net Rentable Square Footage from Rent Schedule**

<table>
<thead>
<tr>
<th>Total # of Units</th>
<th>Total Sq ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>86</td>
<td>104,852</td>
</tr>
</tbody>
</table>

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

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.

### Mobility

<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>1BR / 1 Bath</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR / 2 Bath</td>
<td>34</td>
<td>5%</td>
<td>1.7</td>
<td>1.7</td>
<td>2</td>
</tr>
<tr>
<td>3BR / 2 Bath</td>
<td>32</td>
<td>5%</td>
<td>1.6</td>
<td>1.6</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>86</td>
<td>5%</td>
<td>4.3</td>
<td>4.3</td>
<td>5</td>
</tr>
</tbody>
</table>

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

### EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</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>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: ___________________________  
Kirk Paisley  
Printed Name  
BDCL Architects, PC  
Firm Name (If applicable)

Signature: ___________________________  
February 28, 2019  
Date  

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.

### hearing/visual

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1BR / 1 Bath</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2BR / 2 Bath</td>
<td>34</td>
<td>2%</td>
<td>0.68</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3BR / 2 Bath</td>
<td>32</td>
<td>2%</td>
<td>0.64</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>86</td>
<td>2%</td>
<td>1.72</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

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

### Example

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

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

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

By: [Signature]

Kirk Paisley
Printed Name
BDCL Architects, PC
Firm Name (If applicable)

February 28, 2019
Date

2/25/2019
Accessible Parking Calculation
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>
</tbody>
</table>

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

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

**Enter the information indicated below.**

Total dwelling Units in the Development: 86

Total surface parking spaces: 194

Total carports: 0

Total garages: 0

Total parking spaces of all types: Calculated from above: 194

Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 4

Total of all types of parking spaces that serve dwelling units: Calculated from above: 190

APSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 5

Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 104

APSs required in excess of one per mobility accessible unit: Calculated from above: 3

**Total APSs required (including dwelling units and facilities/amenities):** Calculated from above: 12

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: 12

Minimum number of carports that must be APSs:

Number of garages that must be APSs:

### APSs that Must Be Van Spaces

**Total Van APSs required, including all types of spaces:** Calculated from above: 2

Minimum number of surface parking spaces that must be van APSs: Calculated from above: 2

Minimum number of carports that must be van APSs: Calculated from above: 0

Minimum number of garages that must be van APSs: Calculated from above: 0

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

---

By Kirk Paisley

Date: 2/28/2019

Printed Name: Kirk Paisley

Firm Name (if applicable): BDCL Architects, PC

2/25/2019
Rent Schedule
## Rent Schedule

**Self Score Total:** 122

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>HTC Units</th>
<th>MF Direct Loan Units</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Fl.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>818</td>
<td>818</td>
<td>337</td>
<td>43</td>
<td>294</td>
<td>294</td>
<td></td>
<td>294</td>
<td></td>
<td></td>
<td>294</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>818</td>
<td>1,636</td>
<td>562</td>
<td>43</td>
<td>519</td>
<td>1,038</td>
<td></td>
<td>519</td>
<td></td>
<td></td>
<td>1,038</td>
</tr>
<tr>
<td>TC 60%</td>
<td>6</td>
<td>1</td>
<td>1.0</td>
<td>818</td>
<td>4,908</td>
<td>675</td>
<td>43</td>
<td>632</td>
<td>3,792</td>
<td></td>
<td>632</td>
<td></td>
<td></td>
<td>3,792</td>
</tr>
<tr>
<td>MR</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>818</td>
<td>818</td>
<td>675</td>
<td>675</td>
<td>675</td>
<td>-</td>
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<td>958</td>
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<tr>
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<td>76</td>
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<td>76</td>
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### Self Score Total:

<table>
<thead>
<tr>
<th>Non Rental Income</th>
<th>$10.00 per unit/month for:</th>
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</thead>
<tbody>
<tr>
<td>Laundry fees, misc fees</td>
<td>$10.00 per unit/month for:</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$0.00 per unit/month for:</td>
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</table>

**TOTAL NONRENTAL INCOME:** $10,000 per unit/month for:

**POTENTIAL GROSS MONTHLY INCOME:**

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

**EFFECTIVE GROSS MONTHLY INCOME:**

\[ \text{EFFECTIVE GROSS MONTHLY INCOME} = \text{POTENTIAL GROSS MONTHLY INCOME} \times 0.925 \]

**EFFECTIVE GROSS ANNUAL INCOME:**

\[ \text{EFFECTIVE GROSS ANNUAL INCOME} = \text{EFFECTIVE GROSS MONTHLY INCOME} \times 12 \]

---

2/27/2019
<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>TC20%</td>
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<tr>
<td>TC30%</td>
<td>12%</td>
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<td>TC40%</td>
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<tr>
<td>TC50%</td>
<td>23%</td>
<td>21%</td>
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<tr>
<td>TC60%</td>
<td>65%</td>
<td>58%</td>
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<td>TC70%</td>
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<tr>
<td>EO</td>
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<td>0</td>
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<tr>
<td>MR</td>
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<td>10%</td>
</tr>
<tr>
<td>MR Total</td>
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<tr>
<td>Total HTC Units</td>
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<tr>
<td>National Housing Fund</td>
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<tr>
<td>Tax Credits</td>
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</tr>
<tr>
<td>Mortgage Revenue</td>
<td>0</td>
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</tr>
<tr>
<td>Bond</td>
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<td>Direct Loan</td>
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<td>0</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
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</tbody>
</table>

**Bedrooms**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
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</tr>
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<td>1</td>
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</tr>
<tr>
<td>5</td>
<td>0</td>
<td>5</td>
</tr>
</tbody>
</table>

ACQUISITION + HARD

- **Cost Per Sq Ft**: $108.01

HARD

- **Cost Per Sq Ft**: $108.01

BUILDING

- **Cost Per Sq Ft**: $68.48

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 Allowance Worksheet

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

Date: 10-01-18

### Localities

<table>
<thead>
<tr>
<th>Locality</th>
<th>(McLennan County)</th>
<th>Unit Type: Duplex/Apartment</th>
</tr>
</thead>
</table>

### Monthly Dollar Allowances

#### Fair Market Rents

#### Payment Standards

#### Utility or Service

<table>
<thead>
<tr>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
</table>

#### Heating

A. Natural Gas  
B. Bottle Gas  
C. Electric

<table>
<thead>
<tr>
<th>3</th>
<th>5</th>
<th>6</th>
<th>8</th>
<th>11</th>
<th>14</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>6</td>
<td>8</td>
<td>12</td>
<td>14</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>6</td>
<td>9</td>
<td>11</td>
<td>15</td>
<td>19</td>
</tr>
</tbody>
</table>

#### Air Conditioning

| 9 | 13 | 17 | 23 | 29 | 35 |

#### Cooking

A. Natural Gas  
B. Bottle Gas  
C. Electric

<table>
<thead>
<tr>
<th>2</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

#### Other Electric

(Lighting, Refrigeration, etc.)

| 9 | 12 | 16 | 21 | 28 | 35 |

#### Water Heating

A. Natural Gas  
B. Bottle Gas  
C. Electric

<table>
<thead>
<tr>
<th>4</th>
<th>6</th>
<th>7</th>
<th>10</th>
<th>14</th>
<th>17</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>4</td>
<td>6</td>
<td>8</td>
<td>10</td>
<td>12</td>
</tr>
<tr>
<td>7</td>
<td>9</td>
<td>12</td>
<td>16</td>
<td>23</td>
<td>30</td>
</tr>
</tbody>
</table>

#### Water

| 20 | 23 | 29 | 34 | 40 | 46 |

#### Sewer

| 21 | 25 | 33 | 41 | 49 | 56 |

#### Trash Collection

| 14 | 14 | 14 | 14 | 14 | 14 |

#### Range

| 10 | 10 | 10 | 10 | 10 | 10 |

#### Refrigerator

| 10 | 10 | 10 | 10 | 10 | 10 |

### Other-specify

(Atmos Customer Charge)


### Actual Family Allowances

<table>
<thead>
<tr>
<th>Heating</th>
<th>Air Conditioning</th>
<th>Cooking</th>
<th>Other Electric</th>
<th>Water Heating</th>
<th>Water</th>
<th>Sewer</th>
<th>Trash Collection</th>
<th>Range</th>
<th>Refrigerator</th>
<th>Other (Specify)</th>
</tr>
</thead>
<tbody>
<tr>
<td>43.00</td>
<td>58.00</td>
<td>76.00</td>
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</tbody>
</table>

### Utility or Service

Name of Family:  
Address of Unit:  

Waco Housing Authority  
P. O. Box 978  
Waco, Texas 76703-0978  
(254) 752-0324  
(254) 752-1667 Fax  

Number of Bedrooms:  

Effective 10/01/18
Annual Operating Expenses
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>Accounting</td>
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<tr>
<td></td>
<td>Advertising</td>
<td>$8,600</td>
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<td></td>
<td>Legal fees</td>
<td>$4,000</td>
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<td></td>
<td>Leased equipment</td>
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<tr>
<td></td>
<td>Postage &amp; office supplies</td>
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<tr>
<td></td>
<td>Telephone</td>
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<tr>
<td></td>
<td>Other describe</td>
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</tr>
<tr>
<td>Total General &amp; Administrative Expenses:</td>
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<td>$21,500</td>
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<tr>
<td>Management Fee:</td>
<td>Percent of Effective Gross Income:</td>
<td>5.00%</td>
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<tr>
<td></td>
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<td>$33,828</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>Management</td>
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<tr>
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<td>Maintenance</td>
<td>$40,635</td>
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<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
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<td>$105,300</td>
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<td>Repairs &amp; Maintenance</td>
<td>Elevator</td>
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<td></td>
<td>Exterminating</td>
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<td>Grounds</td>
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<td>Pool</td>
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<td>Other</td>
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<td>Total Repairs &amp; Maintenance:</td>
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<td>Trash</td>
<td>Portfolio Averages: $43,670</td>
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<td>Total Utilities:</td>
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<td>Annual Property Insurance:</td>
<td>Rate per net rentable square foot:</td>
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<td>Property Taxes:</td>
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<td>Source: McLennan City Auditor</td>
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<td>Supportive Services (Staffing/Contracted Services)</td>
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<td>TDHCA Compliance fees ($40/HTC unit)</td>
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<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
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<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
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<td>Bond Trustee Fees</td>
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<td>Franchise Tax: $3,584</td>
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<td>Annual Debt Service</td>
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<td>TOTAL ANNUAL DEBT SERVICE</td>
<td>Debt Coverage Ratio:</td>
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<td>$223,033</td>
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<td>NET CASH FLOW</td>
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<td>$46,442</td>
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</table>

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

2/27/2019
15 Year Rental Housing Operating Pro Forma
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>
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</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
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<td>$735,526</td>
<td>$750,237</td>
<td>$765,241</td>
<td>$780,546</td>
<td>$861,786</td>
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<td>$10,526</td>
<td>$10,737</td>
<td>$10,952</td>
<td>$11,171</td>
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<td>$13,617</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
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<td>$746,052</td>
<td>$760,974</td>
<td>$776,193</td>
<td>$791,717</td>
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<td>$965,098</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($54,857)</td>
<td>($55,954)</td>
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<td>$892,716</td>
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### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$21,500</td>
<td>$22,145</td>
<td>$22,809</td>
<td>$23,494</td>
<td>$24,198</td>
<td>$28,053</td>
<td>$32,521</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,828</td>
<td>$34,505</td>
<td>$35,195</td>
<td>$35,899</td>
<td>$36,617</td>
<td>$40,428</td>
<td>$44,635</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$105,300</td>
<td>$108,459</td>
<td>$111,713</td>
<td>$115,064</td>
<td>$118,516</td>
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</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$117,848</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,030</td>
<td>$9,301</td>
<td>$9,580</td>
<td>$9,867</td>
<td>$10,163</td>
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<tr>
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<td>$26,574</td>
<td>$27,371</td>
<td>$28,192</td>
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<tr>
<td>Property Tax</td>
<td>$61,000</td>
<td>$62,830</td>
<td>$64,715</td>
<td>$66,656</td>
<td>$68,656</td>
<td>$79,591</td>
<td>$92,268</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$21,500</td>
<td>$22,145</td>
<td>$22,809</td>
<td>$23,494</td>
<td>$24,198</td>
<td>$28,053</td>
<td>$32,521</td>
</tr>
<tr>
<td>Other Expenses</td>
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<td>$7,070</td>
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<td>$7,500</td>
<td>$8,695</td>
<td>$10,800</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
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<td>$418,966</td>
<td>$431,190</td>
<td>$443,190</td>
<td>$456,728</td>
<td>$527,452</td>
<td>$609,231</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$269,475</td>
<td>$271,132</td>
<td>$272,710</td>
<td>$274,204</td>
<td>$275,610</td>
<td>$281,108</td>
<td>$283,485</td>
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</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>
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<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</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>$60,453</td>
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<td>$195,390</td>
<td>$247,967</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.26</td>
<td>1.27</td>
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<tr>
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<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
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<td>$139,219</td>
<td>$190,390</td>
<td>$242,967</td>
<td></td>
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</tr>
</tbody>
</table>

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

---

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

**Printed Name**: Ryan Edwards  
**Phone**: 502.581.2640  
**Email**: ryan.l.edwards@pnc.com  
**Date**: 2/15/2019

---

**Signature, Authorized Representative, Syndicator**

**Printed Name**:  
**Date**: 2/15/2019

---

If a revised form is submitted, date of submission:

---

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

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

## INCOME

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<thead>
<tr>
<th></th>
<th></th>
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<td>Year 15</td>
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## EXPENSES

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<tr>
<th>Category</th>
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<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$21,500</td>
<td>$22,145</td>
<td>$22,809</td>
<td>$23,494</td>
<td>$24,198</td>
<td>$28,053</td>
<td>$32,521</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,828</td>
<td>$34,505</td>
<td>$35,195</td>
<td>$35,899</td>
<td>$36,617</td>
<td>$40,428</td>
<td>$44,635</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>$108,459</td>
<td>$111,713</td>
<td>$115,064</td>
<td>$118,516</td>
<td>$137,393</td>
<td>$159,276</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
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<td>$73,439</td>
<td>$75,642</td>
<td>$77,911</td>
<td>$80,249</td>
<td>$93,030</td>
<td>$107,848</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
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<td>$9,867</td>
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<td>$11,782</td>
<td>$13,659</td>
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<tr>
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<td>$52,705</td>
<td>$54,286</td>
<td>$55,915</td>
<td>$57,592</td>
<td>$66,765</td>
<td>$77,399</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,800</td>
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<td>$27,371</td>
<td>$28,192</td>
<td>$29,038</td>
<td>$33,663</td>
<td>$39,025</td>
</tr>
<tr>
<td>Property Tax</td>
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<td>$62,830</td>
<td>$64,715</td>
<td>$66,656</td>
<td>$68,656</td>
<td>$79,591</td>
<td>$92,268</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
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<tr>
<td>Other Expenses</td>
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<td>$7,500</td>
<td>$8,695</td>
<td>$10,080</td>
</tr>
<tr>
<td>Total Annual Expenses</td>
<td>$407,092</td>
<td>$418,966</td>
<td>$431,190</td>
<td>$443,774</td>
<td>$456,728</td>
<td>$527,452</td>
<td>$609,231</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>$269,475</td>
<td>$271,132</td>
<td>$272,710</td>
<td>$274,204</td>
<td>$275,610</td>
<td>$281,108</td>
<td>$283,485</td>
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</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>Description</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>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
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<td>Second Deed of Trust Annual Loan Payment</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
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<td></td>
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<td></td>
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<tr>
<td>Other Annual Required Payment</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td></td>
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<td></td>
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</tr>
<tr>
<td>Annual Net Cash Flow</td>
<td>$46,442</td>
<td>$48,099</td>
<td>$49,677</td>
<td>$51,172</td>
<td>$52,577</td>
<td>$58,075</td>
<td>$60,453</td>
</tr>
<tr>
<td>Cumulative Net Cash Flow</td>
<td>$46,442</td>
<td>$94,542</td>
<td>$144,219</td>
<td>$195,390</td>
<td>$247,967</td>
<td>$324,937</td>
<td>$820,917</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.21</td>
<td>1.22</td>
<td>1.22</td>
<td>1.23</td>
<td>1.24</td>
<td>1.26</td>
<td>1.27</td>
</tr>
<tr>
<td>Asset Management Fee</td>
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<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>$41,442</td>
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<td>$139,219</td>
<td>$190,390</td>
<td>$242,967</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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---

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

Ryan Edwards  
Printed Name: Ryan Edwards  
Date: 2/28/2019

Phone: 502.581.2640  
Email: ryan.l.edwards@pnc.com

---

**Signature, Authorized Representative, Syndicator**

**If a revised form is submitted, date of submission:** 2/26/2019
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.

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

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

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

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

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

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

**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>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
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<tbody>
<tr>
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</table>

Signature of Registered Engineer responsible for Budget Justification

______________________________  ______________________________
David Greer  Seal

Printed Name
19-Feb-19

Date

[Stamp: STATE OF TEXAS
DAVID A. GREER
PROFESSIONAL ENGINEER
109928
02 19 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.

**Columns 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 costs, 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.

**Columns 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.

**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 Site 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.

---

**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 these site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.*

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Cost</th>
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<td>1 $7,500.00</td>
<td></td>
<td></td>
<td>$7,500</td>
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</tr>
<tr>
<td>Misc. Site Work (Walls, Fences, etc)</td>
<td>$65,000.00</td>
<td>1 $65,000.00</td>
<td></td>
<td></td>
<td>$65,000</td>
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</tr>
<tr>
<td>Utilities</td>
<td>$90.00</td>
<td>1823 $164,070.00</td>
<td></td>
<td></td>
<td>$164,070</td>
<td></td>
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<tr>
<td>On-Site Water Line</td>
<td>$150.00</td>
<td>1679 $251,850.00</td>
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<td></td>
<td>$251,850</td>
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<tr>
<td>On-Site Sanitary Sewer Line</td>
<td>$53,500.00</td>
<td>1 $53,500.00</td>
<td></td>
<td></td>
<td>$53,500</td>
<td></td>
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<tr>
<td>On-Site Storm Drainage Line</td>
<td>$72,000.00</td>
<td>1 $72,000.00</td>
<td></td>
<td></td>
<td>$72,000</td>
<td></td>
</tr>
<tr>
<td>Water Structures</td>
<td>$115,000.00</td>
<td>1 $115,000.00</td>
<td></td>
<td></td>
<td>$115,000</td>
<td></td>
</tr>
<tr>
<td>Sanitary Sewer Structures</td>
<td>$152,000.00</td>
<td>1 $152,000.00</td>
<td></td>
<td></td>
<td>$152,000</td>
<td></td>
</tr>
<tr>
<td>Storm Drainage Structures</td>
<td>$32,000.00</td>
<td>1 $32,000.00</td>
<td></td>
<td></td>
<td>$32,000</td>
<td></td>
</tr>
<tr>
<td>Onsite Electric (LS)</td>
<td>$30,000.00</td>
<td>1 $30,000.00</td>
<td></td>
<td></td>
<td>$30,000</td>
<td></td>
</tr>
<tr>
<td>Decorative Masonry</td>
<td>$1834,936</td>
<td></td>
<td></td>
<td></td>
<td>$1834,936</td>
<td></td>
</tr>
</tbody>
</table>

---

Signature of Registered Engineer: [Signature]

Printed Name: [Printed Name]

Seal: [Seal]

Date: 2/19/2019

STATE OF TEXAS

DAVID A. GREER
109928
PROFESSIONAL ENGINEER

C2 19 2019
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 Lake Shore LLC and determined that the following costs should be included in the eligible basis calculation.

<table>
<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>$25,000</td>
<td>$25,000</td>
<td>-</td>
</tr>
<tr>
<td>Grading</td>
<td>12,000</td>
<td>12,000</td>
<td>-</td>
</tr>
<tr>
<td>Erosion control (LS)</td>
<td>10,000</td>
<td>10,000</td>
<td>-</td>
</tr>
<tr>
<td>Construction entrance (EA)</td>
<td>2,500</td>
<td>2,500</td>
<td>-</td>
</tr>
<tr>
<td>Site Preparation (LS)</td>
<td>50,000</td>
<td>50,000</td>
<td>-</td>
</tr>
<tr>
<td>Earthwork (CY)</td>
<td>280,760</td>
<td>280,760</td>
<td>-</td>
</tr>
<tr>
<td>Paving</td>
<td>21,000</td>
<td>21,000</td>
<td>-</td>
</tr>
<tr>
<td>Concrete site paving (SF)</td>
<td>333,420</td>
<td>333,420</td>
<td>-</td>
</tr>
<tr>
<td>Striping (LS)</td>
<td>7,500</td>
<td>7,500</td>
<td>-</td>
</tr>
<tr>
<td>Misc. site work (walls, fences, etc.)</td>
<td>65,000</td>
<td>65,000</td>
<td>-</td>
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<tr>
<td>Utilities</td>
<td>19,500</td>
<td>19,500</td>
<td>-</td>
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<tr>
<td>On-site water line</td>
<td>137,836</td>
<td>137,836</td>
<td>-</td>
</tr>
<tr>
<td>On-site sanitary sewer line</td>
<td>164,070</td>
<td>164,070</td>
<td>-</td>
</tr>
<tr>
<td>On-site storm drainage line</td>
<td>251,850</td>
<td>251,850</td>
<td>-</td>
</tr>
<tr>
<td>Water structures</td>
<td>55,500</td>
<td>55,500</td>
<td>-</td>
</tr>
<tr>
<td>Sanitary sewer structures</td>
<td>72,000</td>
<td>72,000</td>
<td>-</td>
</tr>
<tr>
<td>Storm drainage structures</td>
<td>115,000</td>
<td>115,000</td>
<td>-</td>
</tr>
<tr>
<td>Onsite electric (LS)</td>
<td>152,000</td>
<td>152,000</td>
<td>-</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>32,000</td>
<td>32,000</td>
<td>-</td>
</tr>
<tr>
<td>Signage</td>
<td>30,000</td>
<td>30,000</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>$1,834,936</td>
<td>$1,834,936</td>
<td>-</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:

### Development Cost Schedule

<table>
<thead>
<tr>
<th>Total</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Development Summary</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td></td>
</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>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,875,911</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>34,175</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$34,175</td>
</tr>
<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>115,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>74,500</td>
</tr>
<tr>
<td>Fine grading</td>
<td>280,760</td>
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<tr>
<td>On-site concrete</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>152,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>354,420</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>698,756</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>32,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>102,500</td>
</tr>
<tr>
<td><strong>PLEASE SPECIFY - see footnote 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,834,936</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>15,000</td>
</tr>
<tr>
<td>Fencing</td>
<td>119,340</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$444,340</td>
</tr>
<tr>
<td>BUILDING COSTS*</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------</td>
<td>--------</td>
</tr>
<tr>
<td>Concrete</td>
<td>718,920</td>
</tr>
<tr>
<td>Masonry</td>
<td>431,064</td>
</tr>
<tr>
<td>Metals</td>
<td>118,200</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,340,192</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>305,628</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>147,000</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>252,932</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,040,509</td>
</tr>
<tr>
<td>Specialties</td>
<td>181,808</td>
</tr>
<tr>
<td>Equipment</td>
<td>220,456</td>
</tr>
<tr>
<td>Furnishings</td>
<td>369,370</td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,038,529</td>
</tr>
<tr>
<td>Electrical</td>
<td>765,722</td>
</tr>
</tbody>
</table>

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

$7,180,330 $0 $7,180,330

**Voluntary Eligible Building Costs (After 11.9(e)(2))**

Enter amount to be used to achieve desired score. $0.00 psf

**TOTAL BUILDING COSTS & SITE WORK (including site amenities)**

$9,459,606 $0 $9,459,606

**Contingency**

5.00% $474,872 474,872

**TOTAL HARD COSTS**

$9,968,653 $0 $9,934,478

**GENERAL REQUIREMENTS (<6%)**

6.00% 598,119 596,069 6.00%

**FIELD SUPERVISION (WITHIN GR LIMIT)**

2.00% 199,373 198,690 2.00%

**CONTRACTOR OVERHEAD (<2%)**

6.00% 598,119 596,069 6.00%

**CONTRACTOR PROFIT (<6%)**

6.00% 598,119 596,069 6.00%

**TOTAL CONTRACTOR FEES**

$1,395,611 $0 $1,390,827

**TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)**

$11,364,265 $0 $11,325,305

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score. $108.02 psf $11,325,305

**TOTAL HARDS COSTS**

$11,364,265 $0 $11,325,305

**OTHER CONSTRUCTION COSTS**

- General requirements (<6%)
- Field supervision (within GR limit)
- Contractor overhead (<2%)
- G & A Field (within overhead limit)
- Contractor profit (<6%)

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 E83: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 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.

**Voluntary Eligible "Hard Costs" (After 11.9(e)(2))**

Enter amount to be used to achieve desired score. $108.02 psf $11,325,305

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

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>485,870</td>
<td>485,870</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal 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>0</td>
<td>0</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>21,037</td>
<td>21,037</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>25,450</td>
<td>25,450</td>
</tr>
<tr>
<td>Soils report</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>Survey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing</td>
<td>40,000</td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>317,328</td>
<td>317,328</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>32,250</td>
<td>32,250</td>
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<tr>
<td>Personal property taxes</td>
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<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>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>1,366,284</td>
<td>0</td>
</tr>
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</table>

### FINANCING:

**CONSTRUCTION LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>66,120</td>
<td>66,120</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><strong>Subtotal Construction Loan</strong></td>
<td>326,113</td>
<td>0</td>
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</tbody>
</table>

**PERMANENT LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>31,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Permanent Loan</strong></td>
<td></td>
</tr>
</tbody>
</table>

**BRIDGE LOAN(S)**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Bridge Loan</strong></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2019
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>5,520</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>25,000</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>50,000</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Tax Credit Fees - Reservation</td>
<td>60,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

|          | $932,390 | $0 | $600,983 |

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>1,993,000</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees** 15.00%

|          | $1,993,000 | $0 | $1,988,000 |

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>70,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>315,062</td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

|          | $385,062  | $0 | $0          |

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

### TOTAL HOUSING DEVELOPMENT COSTS

|          | $17,916,912 | $0 | $15,240,572 |

### Deduct From Basis:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td></td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>89.50%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$17,732,406</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td>9.00%</td>
</tr>
</tbody>
</table>

| Credits Supported by Eligible Basis               | $1,595,917 | $0 | $1,595,917 |

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

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

|          | 12 |

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

### Name of contact for Cost Estimate:

| 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</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>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td>$ - 0.00%</td>
</tr>
<tr>
<td>PNCA Bank, NA.</td>
<td>Conventional Loan</td>
<td>$14,000,000 5.00% 1</td>
<td>$3,100,000 6.00% 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC $1,500,000</td>
<td>$1,409,859</td>
<td>$14,098,590</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>MVAH Development LLC Deferred Developer Fee</td>
<td>$1,494,750</td>
<td>$718,322 0.00% 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

|                        | Total Sources of Funds | $16,905,109 | $17,916,912 | | | | | |
|                        | Total Uses of Funds | $16,905,109 | $17,916,912 | | | | | |

2/28/2019
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments). For Direct Loan or Tax-Exempt Bond Applications that contemplate an FHA-insured loan, this includes the anticipated date that FHA application will be submitted to HUD (if not already submitted).

PNC Bank will provide the construction loan for the Reserve at Lake Shore 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 $3,100,000. 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 Lake Shore 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 Reserve at Lake Shore. There are no approvals or applications necessary for operating items necessary for the closing of financing of Reserve at Lake Shore. All non-market rate 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**

**Printed Name**

**Date**

**Telephone:**

**Email address:**

If a revised form is submitted, date of submission:
# Schedule of Sources of Funds and Financing Narrative

Describe all sources of funds. Information must be consistent with the information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule).

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
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<td>-</td>
<td>0.00%</td>
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<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
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<td>$14,000,000</td>
<td>5.00%</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTC</td>
<td></td>
<td>$1,500,000</td>
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</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td>$500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Deferred Developer Fee</td>
<td>$1,494,750</td>
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<td>0.00%</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td>$16,905,109</td>
<td></td>
<td>$17,916,912</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$17,916,912</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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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
32 Financial Capacity (MFDL Only)
Not Applicable
Match Funds (MFDL Only)
Not Applicable
Finance Scoring
## Finance Scoring (for Competitive HTC Applications ONLY)

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

<table>
<thead>
<tr>
<th>Name of the Local Political Subdivision providing the funding:</th>
<th>City of Waco</th>
</tr>
</thead>
</table>

- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.
- The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.
- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

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

- Eligible Pro-Forma and letter stating the Development is financially feasible. 0
- Eligible Pro-Forma and letter stating Development and Principals are acceptable. 18

**Total Points Claimed:** 18

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

<table>
<thead>
<tr>
<th>Percent of Units restricted to serve households at or below 30% of AMGI</th>
<th>10.47%</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>8.37%</td>
</tr>
</tbody>
</table>

**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
Supporting Documents
执行的例行陈述从永久或施工贷款人

- 信件从贷款人关于批准的代理人的（一致与模板）
- 证据的 所有 永久和施工融资（条款书，贷款协议）

**注意：**条款书和/or 贷款人从债务和股权提供者必须 包括一个声明 确认申请人意图选择收入平均。如果条款书讲到单元指代，确保那些单元指代与租约表和设计一致。

- 证据的任何间隙融资，条款包括
- 证据的任何业主贡献，如果需要财务支持
- 证据的股权融资（HTC 应用程序仅）
- 证据的租赁援助/补贴

支持性文件应放置在这张标签后面。
## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>Year</th>
<th>Income</th>
<th>Expenses</th>
<th>Net Operating Income</th>
<th>Debt Service</th>
<th>Annual Net Cash Flow</th>
<th>Cumulative Net Cash Flow</th>
<th>Debt Coverage Ratio</th>
<th>Asset Management Fee</th>
<th>Deferred Developer Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
<td>Year 2</td>
<td>Year 3</td>
<td>Year 4</td>
<td>Year 5</td>
<td>Year 10</td>
<td>Year 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$721,104</td>
<td>$735,526</td>
<td>$750,237</td>
<td>$765,241</td>
<td>$780,546</td>
<td>$861,786</td>
<td>$951,481</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$10,320</td>
<td>$10,526</td>
<td>$10,737</td>
<td>$10,952</td>
<td>$11,171</td>
<td>$12,333</td>
<td>$13,617</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$731,424</td>
<td>$746,052</td>
<td>$760,974</td>
<td>$776,193</td>
<td>$791,717</td>
<td>$874,119</td>
<td>$965,098</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($54,857)</td>
<td>($55,954)</td>
<td>($57,073)</td>
<td>($58,214)</td>
<td>($59,379)</td>
<td>($65,559)</td>
<td>($72,382)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$676,567</td>
<td>$690,099</td>
<td>$703,901</td>
<td>$717,979</td>
<td>$732,338</td>
<td>$808,560</td>
<td>$892,716</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$21,500</td>
<td>$22,145</td>
<td>$22,809</td>
<td>$23,494</td>
<td>$24,198</td>
<td>$28,053</td>
<td>$32,521</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,828</td>
<td>$34,505</td>
<td>$35,195</td>
<td>$35,899</td>
<td>$36,617</td>
<td>$40,428</td>
<td>$44,635</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$105,300</td>
<td>$108,459</td>
<td>$111,713</td>
<td>$115,064</td>
<td>$118,516</td>
<td>$137,393</td>
<td>$159,276</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$71,300</td>
<td>$73,439</td>
<td>$75,642</td>
<td>$77,911</td>
<td>$80,249</td>
<td>$93,030</td>
<td>$107,848</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$9,030</td>
<td>$9,301</td>
<td>$9,580</td>
<td>$9,867</td>
<td>$10,163</td>
<td>$11,782</td>
<td>$13,659</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$51,170</td>
<td>$52,705</td>
<td>$54,286</td>
<td>$55,915</td>
<td>$57,592</td>
<td>$66,765</td>
<td>$77,399</td>
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<td></td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,800</td>
<td>$26,574</td>
<td>$27,371</td>
<td>$28,192</td>
<td>$29,038</td>
<td>$33,663</td>
<td>$39,025</td>
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</tr>
<tr>
<td>Property Tax</td>
<td>$61,000</td>
<td>$62,830</td>
<td>$64,715</td>
<td>$66,656</td>
<td>$68,656</td>
<td>$79,591</td>
<td>$92,268</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$21,500</td>
<td>$22,145</td>
<td>$22,809</td>
<td>$23,494</td>
<td>$24,198</td>
<td>$28,053</td>
<td>$32,521</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$6,664</td>
<td>$6,864</td>
<td>$7,070</td>
<td>$7,282</td>
<td>$7,500</td>
<td>$8,695</td>
<td>$10,080</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$407,092</td>
<td>$418,966</td>
<td>$431,190</td>
<td>$443,774</td>
<td>$456,728</td>
<td>$527,452</td>
<td>$609,231</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$269,475</td>
<td>$271,132</td>
<td>$272,710</td>
<td>$274,204</td>
<td>$275,610</td>
<td>$281,108</td>
<td>$283,485</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEBT SERVICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$46,442</td>
<td>$48,099</td>
<td>$49,677</td>
<td>$51,172</td>
<td>$52,577</td>
<td>$58,075</td>
<td>$60,453</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$46,442</td>
<td>$94,542</td>
<td>$144,219</td>
<td>$195,390</td>
<td>$247,967</td>
<td>$524,597</td>
<td>$820,917</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.21</td>
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<td>1.26</td>
<td>1.27</td>
<td></td>
<td></td>
</tr>
<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>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>41,442</td>
<td>89,542</td>
<td>139,219</td>
<td>190,390</td>
<td>242,967</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**Printed Name**: Ryan Edwards

**Date**: 2/15/2019

**Phone**: 502.581.2640

**Email**: ryan.l.edwards@pnc.com

**Signature, Authorized Representative, Syndicator**

**Printed Name**: Ryan Edwards

**Date**: 2/15/2019

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

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

### 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>$721,104</td>
<td>$735,526</td>
<td>$750,237</td>
<td>$765,241</td>
<td>$780,546</td>
<td>$861,786</td>
<td>$951,481</td>
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<tr>
<td>Secondary Income</td>
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<td>$10,526</td>
<td>$10,737</td>
<td>$10,952</td>
<td>$11,171</td>
<td>$12,333</td>
<td>$13,617</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
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<td>$791,717</td>
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<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($54,857)</td>
<td>($55,954)</td>
<td>($57,073)</td>
<td>($58,214)</td>
<td>($59,379)</td>
<td>($65,559)</td>
<td>($72,382)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
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### EXPENSES

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$21,500</td>
<td>$22,145</td>
<td>$22,809</td>
<td>$23,494</td>
<td>$24,198</td>
<td>$28,053</td>
<td>$32,521</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$33,828</td>
<td>$34,505</td>
<td>$35,195</td>
<td>$35,899</td>
<td>$36,617</td>
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<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<td>$111,713</td>
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<td>Repairs &amp; Maintenance</td>
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<td>$77,911</td>
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<td>Electric &amp; Gas Utilities</td>
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<td>$11,782</td>
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<td>Water, Sewer &amp; Trash Utilities</td>
<td>$51,170</td>
<td>$52,705</td>
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<td>$57,592</td>
<td>$66,765</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$25,800</td>
<td>$26,574</td>
<td>$27,371</td>
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<td>Property Tax</td>
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<td>Reserve for Replacements</td>
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<td>$22,145</td>
<td>$22,809</td>
<td>$23,494</td>
<td>$24,198</td>
<td>$28,053</td>
<td>$32,521</td>
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<tr>
<td>Other Expenses</td>
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<td>$7,070</td>
<td>$7,282</td>
<td>$7,500</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
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<td>$431,190</td>
<td>$443,774</td>
<td>$456,728</td>
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<tr>
<td>NET OPERATING INCOME</td>
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<td>$274,204</td>
<td>$275,610</td>
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</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>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
<td>$223,033</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$46,442</td>
<td>$48,099</td>
<td>$49,677</td>
<td>$51,172</td>
<td>$52,577</td>
<td>$58,075</td>
<td>$60,453</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$46,442</td>
<td>$94,542</td>
<td>$144,219</td>
<td>$195,390</td>
<td>$247,967</td>
<td>$524,597</td>
<td>$820,917</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.21</td>
<td>1.22</td>
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<td>Asset Management Fee</td>
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</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>$41,442</td>
<td>$89,542</td>
<td>$139,219</td>
<td>$190,390</td>
<td>$242,967</td>
<td>$524,597</td>
<td>$820,917</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  
Date: 2/28/2019  
Phone: 502.581.2640  
Email: ryan.l.edwards@pnc.com

Signature, Authorized Representative, Syndicator: Ryan Edwards  
Printed Name: Ryan Edwards  
Date: 2/26/2019  
If a revised form is submitted, date of submission: 2/26/2019
February 26, 2019

Via Email

Justin Gregory
MVAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

Re: Reserve at Lake Shore LLC (the "Partnership")
    Reserve at Lake Shore, Waco, 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 $3,100,000 Term Loan (the "Credit Facility") for Reserve at Lake Shore, a 86-unit affordable housing development located in Waco, McLennan 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 Lake Shore 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 / $3,100,000
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 / $31,000

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.
Appraisal Reports and Debt Service Coverage

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.

Subordinated Debt

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.

Conversion Requirements

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.

Representation Warranties, and Documentation

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.

Closing

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.

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.

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 Lake Shore LLC located in Waco. The
pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating
income, and debt service coverage based on 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.
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 Lake Shore LLC

By: ____________________________

Name: Brian McGeady
Title: Authorized Signer
Date: 02/26/2019
February 26, 2019

Via Email

Justin Gregory
MVAH Holding LLC
9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069

Re: Reserve at Lake Shore LLC (the "Partnership")
    Reserve at Lake Shore, Waco, 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 credit 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 Waco, McLennan 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 Lake Shore LLC located in Waco. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on 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 Lake Shore LLC

[Signature]

By: Brian McGeady
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, $718,322 of total development fees as part of the financing for the new construction of Reserve at Lake Shore in McLennan County, Texas as described below:

Borrower: Reserve at Lake Shore LLC
A Texas limited liability company

Deferred Development Fee Amount: $718,322

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,

Brian McGeady
MVAH Development LLC
RESOLUTION NO. 2019-105

WHEREAS, Reserve at Lake Shore, LLC ("Applicant") proposes to build an affordable housing development with up to 86 residential units ("Housing") for families at the northeast corner of 19th Street and Lake Shore Drive in Waco, McLennan County, Texas; and

WHEREAS, the Applicant has submitted a pre-application and proposes to submit a final application for financing for the Housing, including Competitive 9% Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACO, TEXAS:

That the City Council of the City of Waco hereby confirms its support for an affordable housing development to be developed by Reserve at Lake Shore, LLC ("Applicant") at the northeast corner of 19th Street and Lake Shore Drive in Waco, McLennan County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City on this date.

That the City Council of the City of Waco hereby approves the Applicant’s application for Competitive 9% Low Income Housing Tax Credits ("Tax Credits") from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

That in accordance with 10 Texas Administrative Code Section 11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee or contribution of other value for the benefit of the Housing in the amount of no less than $500.00.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 19th day of February, 2019.

______________________________
Kyle Deaver, Mayor
City of Waco, Texas

ATTEST:

Esmeralda Hudson, City Secretary
APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney
**Certificate Of Completion**

Envelope Id: D4B7FFA70B6F4E6982CBE7A191AC038

Status: Completed

Subject: You have a pending request to eSign a document

Source Envelope:

- Document Pages: 2
- Certificate Pages: 2
- AutoNav: Enabled
- Envelopeld Stamping: Enabled
- Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

- Initials: 0
- Senda Camarillo
- 2633 Camino Ramon Ste 500
- San Ramon, CA 94583
- sendrac@wacotx.gov
- IP Address: 66.135.61.17

**Record Tracking**

Status: Original

- 2/21/2019 8:37:43 AM
- Holder: Senda Camarillo
- sendrac@wacotx.gov
- Location: DocuSign

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| kristid@wacotx.gov | Kristi DeCluitt
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|                 | Signed: 2/21/2019 1:34:43 PM       |                             |

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Kyle Deaver     | ![Signature Image]
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| Mayor            | Security Level: Email, Account Authentication (None) | Sent: 2/21/2019 1:34:43 PM |
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**Electronic Record and Signature Disclosure:**

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| ehudson@wacotx.gov | Esmeralda Hudson
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| City of Waco      | Using IP Address: 72.48.177.50      | Viewed: 2/25/2019 11:26:17 AM |
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36 Sponsor Characteristics
Sponsor Characteristics (Competitive HTC Only)

Self Score Total: 2

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
   - [x] 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
   - [x] 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% (Not required for HUB of HUD 202 Rehabilitation projects.)
     - Cash flow from operations: 10.000%
     - Developer Fee: 15.000%
     - Total: 50.000% (Must equal at least 50% regardless of structure)
   - [x] Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
     - [x] Yes A detailed narrative describing how that material participation will be achieved is included.
   - [x] Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
     - [x] Yes A detailed narrative describing experience in each category is included.

   Mark all that apply
   - [ ] Property Management
   - [x] Construction
   - [x] Development
   - [x] Financing
   - [ ] Compliance

   - [x] No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.
   - [x] Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:
   - [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [ ] Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed: 0

Total Points Claimed: 2

2/17/2019
MATERIAL PARTICIPATION PLAN

Background

Reserve at Lake Shore LLC, a Texas limited liability company (the “Partnership”), will own and operate a housing tax credit residential rental project located in Waco, McLennan County, Texas, to be known as Reserve at Lake Shore (the “Project”). MVAH Reserve at Lake Shore 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
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.
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company’s information may require the HUB Program to re-evaluate your company’s eligibility.*

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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**Texas Historically Underutilized Business (HUB) Certificate**

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.

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Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Developer Qualifications

Darren W. Smith – MBA
8506 Carrie Lane, Rowlett Texas 75089
Phone: (214) 501-5720
Email: darren.smith@auxanodevelopment.com

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**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

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8506 Carrie Lane - Rowlett, Texas - 75089
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
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</tr>
<tr>
<td>$ 6,500,000</td>
<td>60,000 SQFT</td>
<td>New Construction</td>
<td>Unity Health &amp; Wellness</td>
<td>Columbus</td>
<td>OH</td>
<td>2001</td>
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<tr>
<td>$ 3,500,000</td>
<td>8,000 SQFT</td>
<td>New Construction</td>
<td>Corinthian Missionary Baptist</td>
<td>Columbus</td>
<td>OH</td>
<td>2001</td>
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<td>$ 20,000,000</td>
<td>246 Seniors</td>
<td>New Construction</td>
<td>The Claremont</td>
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<td>TX</td>
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<td>116 Family</td>
<td>New Construction</td>
<td>Crossings at Elk Grove</td>
<td>Elk Grove</td>
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<td>$ 21,000,000</td>
<td>96 Family</td>
<td>New Construction</td>
<td>Stoneridge at Elk Grove</td>
<td>Elk Grove</td>
<td>CA</td>
<td>2003</td>
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<tr>
<td>$ 11,000,000</td>
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<td>New Construction</td>
<td>Crossings at Madera</td>
<td>Madera</td>
<td>CA</td>
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<td>$ 12,000,000</td>
<td>110 Seniors</td>
<td>New Construction</td>
<td>Twin Hickory</td>
<td>Richmond</td>
<td>VA</td>
<td>2003</td>
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<td>$ 6,200,000</td>
<td>60,000 SQFT</td>
<td>New Construction</td>
<td>Long &amp; Hamilton Building</td>
<td>Columbus</td>
<td>OH</td>
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<td>Acquisition/Rehab</td>
<td>Wingate Towers &amp; Gardens</td>
<td>Washington D.C.</td>
<td>DC</td>
<td>2004</td>
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<td>Washington D.C.</td>
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<td>110 Seniors</td>
<td>New Construction</td>
<td>Charter Colony</td>
<td>Richmond</td>
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<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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<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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<td>$ 8,200,000</td>
<td>220 Family</td>
<td>Acquisition/Rehab</td>
<td>Countryside Apartments</td>
<td>San Antonio</td>
<td>TX</td>
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<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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<td>24 Family</td>
<td>Rehab</td>
<td>Crossings at Morgan Hills</td>
<td>Morgan Hill</td>
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<td>$ 19,800,000</td>
<td>34 Family</td>
<td>Demo/New Construction</td>
<td>Crossings on 29th Street</td>
<td>Los Angeles</td>
<td>CA</td>
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<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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<td>140 Seniors</td>
<td>Demo/New Construction</td>
<td>HighPoint Seniors</td>
<td>Dallas</td>
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<td>160 Family</td>
<td>Demo/New Construction</td>
<td>HighPoint Family</td>
<td>Dallas</td>
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<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>
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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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<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>
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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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## 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>
</tr>
</thead>
<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>
<td>2007</td>
</tr>
<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>
<td>TX</td>
<td>2007</td>
</tr>
<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>
<td>KS</td>
<td>2007</td>
</tr>
<tr>
<td>$ 7,700,000</td>
<td>192</td>
<td>Family</td>
<td>Bond Purchase/Refinance</td>
<td>Greenwood Apartments</td>
<td>Clearwater</td>
<td>FL</td>
<td>2007</td>
</tr>
<tr>
<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>
</tr>
<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>
<td>2008</td>
</tr>
<tr>
<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
The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- Nonprofit entities, public housing authorities, publicly traded corporations, individual board members and executive directors must be included in Organization charts.
- Any and all trusts must list all beneficiaries that have the legal ability to control or direct activities of the trust and are not just financial beneficiaries.

In the case of:

(A) Partnerships - Principals include all general Partners and Special LPs (any LP that is not the Syndicator is a "Special LP");

(B) Corporations - Principals include the executive director and all members of the board (shown with "0%" ownership as applicable). For to-be formed instrumentalities of PHAs, where the executive director and board remain to be determined, include the PHA, itself, and its members;

(C) Limited liability companies - Principals include all the managing members and all other members.

Org. Chart Example:

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

Note that the percentage refers to the entity to which the Person is directly connected, not to the whole Development Owner.

If a revised chart is submitted, include the date of submission!
MVAH Development LLC
a Georgia limited liability company
Formed 12/12/17 EIN: 82-3736327
Co-Developer 85% developer fee

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

Auxano Development, LLC
a Texas limited liability company and HUB
Formed 08/21/18 EIN: 83-1758340
Co-Developer 15% developer fee

Darren Smith
100% Sole Member

Reserve at Lake Shore Developer Organizational Structure
Reserve at Lake Shore 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
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)

<table>
<thead>
<tr>
<th>Org. 1</th>
<th>Organization Legal Name:</th>
<th>Reserve at Lake Shore LLC</th>
<th>Role/Title:</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>City:</td>
<td>West Chester</td>
<td>State: OH</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Reserve at Lake Shore LLC</td>
<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>
<td>(513) 964-1141</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. MVAH Holding LLC</td>
<td>2.</td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
<td>TDHCA Experience:</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Org. 2</th>
<th>Organization Legal Name:</th>
<th>Lake Shore Auxano GP LLC</th>
<th>Role/Title:</th>
<th>HUB Mbr of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>8506 Carrie Lane</td>
<td>City:</td>
<td>Rowlett</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Reserve at Lake Shore LLC</td>
<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>
<td>(214)501-5618</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. Auxano Development, LLC</td>
<td>2.</td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</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>Address:</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>City:</td>
<td>West Chester</td>
<td>State: OH</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>MVAH Reserve at Lake Shore LLC</td>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
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<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>(513) 964-1141</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
<td>1. MVAH Partners LLC</td>
<td>2.</td>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>TDHCA Experience:</td>
<td>No</td>
<td>TDHCA Experience:</td>
<td>TDHCA Experience:</td>
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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.</th>
<th>Organization Legal Name:</th>
<th>Role/Title</th>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
<th>Name(s) of Entities the Organization Owns or Controls:</th>
<th>Organization legally formed?</th>
<th>Date formed:</th>
<th>Legal Org is or will be:</th>
<th>Previous TDHCA Experience?</th>
<th>Phone:</th>
<th>Email:</th>
<th>Organization is identified on Org. Chart:</th>
<th>Ability to exercise Control over the Development?</th>
<th>List of Sub-Entities or Principals:</th>
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<td>4</td>
<td>Auxano Development, LLC</td>
<td>Sole Mbr of HUB/Co-Dev</td>
<td>8506 Carrie Lane</td>
<td>Rowlett</td>
<td>TX</td>
<td>75089</td>
<td>na</td>
<td>Yes</td>
<td>8/21/2018</td>
<td>Limited Liability Company</td>
<td>No</td>
<td>(214)501-5618</td>
<td><a href="mailto:darren.smith@auxanodevelopment.com">darren.smith@auxanodevelopment.com</a></td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>5</td>
<td>MVAH Partners LLC</td>
<td>Affiliate of Applicant</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>West Chester</td>
<td>OH</td>
<td>45069</td>
<td>MVAH Holding LLC</td>
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<td>12/12/2017</td>
<td>Limited Liability Company</td>
<td>Yes</td>
<td>(513)964-1141</td>
<td><a href="mailto:Brian.McGeady@mvaahpartners.com">Brian.McGeady@mvaahpartners.com</a></td>
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<td></td>
<td>Yes</td>
</tr>
<tr>
<td>6</td>
<td>MVAH Development LLC</td>
<td>Co-Developer</td>
<td>9100 Centre Pointe Drive, Suite 210</td>
<td>West Chester</td>
<td>OH</td>
<td>45069</td>
<td>na</td>
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<td>12/12/2017</td>
<td>Limited Liability Company</td>
<td>No</td>
<td>(513)964-1141</td>
<td><a href="mailto:Brian.McGeady@mvaahpartners.com">Brian.McGeady@mvaahpartners.com</a></td>
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<td></td>
<td>Yes</td>
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<tr>
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<td></td>
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</tr>
</tbody>
</table>

2/28/2019
Previous Participation
# Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

**Person/Role:** Reserve at Lake Shore LLC  
**Email Address:** justin.gregory@mvahpartners.com  
**City & State of Home Addr:** West Chester, OH  
**Applicant Legal Name:** Reserve at Lake Shore 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.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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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>
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<td>CBG</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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<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
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</tbody>
</table>
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Person/Role: **MVAH Reserve at Lake Shore LLC**

Email Address: **justin.gregory@mvahpartners.com**

City & State of Home Addr: **West Chester, OH**

Applicant Legal Name: **Reserve at Lake Shore 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: MVAH Holding LLC

Email Address: justin.gregory@mvahpartners.com

City & State of Home Addr: Westchester, OH

Applicant Legal Name: Reserve at Lake Shore 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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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:** MVAH Partners LLC  
**Email Address:** justin.gregory@mvahpartners.com  
**City & State of Home Addr:** Westchester, OH  
**Applicant Legal Name:** Reserve at Lake Shore 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: Michael Riechman
Email Address: justin.gregory@mvahpartners.com
City & State of Home Addr: West Chester, OH
Applicant Legal Name: Reserve at Lake Shore LLC

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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 Lake Shore LLC

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### Person/Role:
Lake Shore Auxano GP LLC

### Email Address:
darren.smith@auxanodevelopment.com

### City & State of Home Addr:
Rowlett, TX

### Applicant Legal Name:
Reserve at Lake Shore 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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| DR                 | HRA  | SFD |      |     |

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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 Lake Shore 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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Previous Participation Form

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Person/Role: Darren Smith
Email Address: darren.smith@auxanodevelopment.com
City & State of Home Addr: Rowlett, TX
Applicant Legal Name: Reserve at Lake Shore 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.

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

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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 Lake Shore 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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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>
</tr>
</thead>
<tbody>
<tr>
<td>MVAH Development LLC</td>
<td>(513) 964-1141</td>
<td>No</td>
</tr>
<tr>
<td>Brian McGeady</td>
<td>tbd</td>
<td>82-3736327</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td><a href="mailto:Brian.McGeady@mvahpartners.com">Brian.McGeady@mvahpartners.com</a></td>
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#### Housing General Contractor:

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<tr>
<th>Contact Name</th>
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#### Infrastructure General Contractor:

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<th>Contact Name</th>
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#### Cost Estimator:

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#### Architect:

<table>
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<th>Contact Name</th>
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<tbody>
<tr>
<td>BDCL Architects, Inc.</td>
<td>(614) 571-9540</td>
<td>No</td>
</tr>
<tr>
<td>Kirk Paisley</td>
<td>tbd</td>
<td>82-4094385</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
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<tr>
<td><a href="mailto:kirk.paisley@bdclarchitects.com">kirk.paisley@bdclarchitects.com</a></td>
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2/28/2019
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<th>Name</th>
<th>Contact Name</th>
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<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
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<td>Contact Name</td>
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<tr>
<td>Civil Engineer:</td>
<td>BGE, Inc.</td>
<td>David Greer</td>
<td>(817) 872-6005</td>
<td><a href="mailto:dgreer@bgeinc.com">dgreer@bgeinc.com</a></td>
<td>tbd</td>
<td>74-1817951</td>
<td>No</td>
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<tr>
<td>Market Analyst:</td>
<td>Apartment MarketData, LLC</td>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>tbd</td>
<td>20-3964998</td>
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<td>Attorney:</td>
<td>Coats Rose, PC</td>
<td>Mattye Gouldsby Jones</td>
<td>(972) 982-8453</td>
<td><a href="mailto:mjones@coatsrose.com">mjones@coatsrose.com</a></td>
<td>tbd</td>
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<td>Accountant:</td>
<td>Tidwell Group</td>
<td>Jessica Smith</td>
<td>(205) 271-5514</td>
<td><a href="mailto:jessica.smith@tidwellgroup.com">jessica.smith@tidwellgroup.com</a></td>
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<td><strong>MVAH Management LLC</strong></td>
<td><strong>Brian M. McGeady</strong></td>
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<td><a href="mailto:Brian.mcgeady@mvahpartners.com">Brian.mcgeady@mvahpartners.com</a></td>
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<td><strong>Ryan Edwards</strong></td>
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<tr>
<td>Contact Name</td>
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<tr>
<td><a href="mailto:ryan.l.edwards@PNC.com">ryan.l.edwards@PNC.com</a></td>
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2/28/2019
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<td>Chicago Title Company</td>
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<td><a href="mailto:pharrell@coatsrose.com">pharrell@coatsrose.com</a></td>
<td>(210) 997-4056</td>
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<td>Paige Harrell</td>
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<td>(972) 419-4728</td>
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<td><a href="mailto:tahe@yahoo.com">tahe@yahoo.com</a></td>
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| **Application Consultant:** |                       |                               |              |                     |
| Structure Development      |                       | sarah@structuretexas.com     | (512) 698-3369 |                     |
| Sarah Andre                |                       |                              |              |                     |
|                           | (512) 698-3369        | tbd                          | 45-4483787   |                     |
|                           |                       |                              |              |                     |
|                           |                       | tahe@yahoo.com               |              |                     |
|                           |                       |                              |              |                     |
| Certified Texas HUB? Yes    |                       |                              |              |                     |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* No | |

| **ESA Provider:**         |                       |                               |              |                     |
| Phase Engineering          |                       | tracy@phaseengineering.com   | (210) 997-4056 |                     |
| Tracy Watson               |                       |                              |              |                     |
|                           | (210) 997-4056        | tbd                          | 75-2502360   |                     |
|                           |                       |                              |              |                     |
|                           |                       | tahe@yahoo.com               |              |                     |
|                           |                       |                              |              |                     |
| Certified Texas HUB? No    |                       |                              |              |                     |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* No | |

| **PCA Provider:**         |                       |                               |              |                     |
|                           |                       |                              |              |                     |
|                           |                       |                              |              |                     |
|                           |                       | tahe@yahoo.com               |              |                     |
|                           |                       |                              |              |                     |
| Certified Texas HUB?       |                       |                              |              |                     |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | |

| **Other:**                |                       |                               |              |                     |
| Auxano Development, LLC   |                       | darren.smith@auxanodevelopment.com | (214) 501-5618 |                     |
| Darren Smith              |                       |                              |              |                     |
|                           | (214) 501-5618        | tbd                          | 83-1758340   |                     |
|                           |                       |                              |              |                     |
|                           |                       | tahe@yahoo.com               |              |                     |
|                           |                       |                              |              |                     |
| Certified Texas HUB? Yes   |                       |                              |              |                     |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* No | |

| **Other:**                |                       |                               |              |                     |
|                           |                       |                              |              |                     |
|                           |                       | tahe@yahoo.com               |              |                     |
|                           |                       |                              |              |                     |
| Certified Texas HUB?       |                       |                              |              |                     |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | |
Identity of Interest

Reserve at Lake Shore

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 Lake Shore, TDHCA ID #19148, Waco, Texas
Architect’s Accessibility Statement

Dear Ms. Holloway:

The development is comprised of (11) 2-story townhome buildings of various sizes and counts with a total of 86 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

- (20) one bedroom, one bathroom type units designated as 1 bedroom types 1A, 1B & 1C units
- (34) two bedroom, one and a half bathroom type units designated as 2 bedroom types 2A, 2B & 2C units
- (32) three bedroom, two bathroom type units designated 3 bedroom types 3A, 3B & 3C units

MOBILITY UNITS - 5 units, or 5.2% [must be at least 5% and distributed across all unit types]

- (1) one bedroom, one bathroom type unit designated as a Type 1A Accessible unit
- (2) two bedroom, one and a half bathroom type units designated as Type 2A Accessible units
- (2) three bedroom, two bathroom type unit designated as a Type 3A Accessible units
HEARING AND VISUAL IMPAIRMENT UNITS - 3 units, or 3.1% [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) three bedroom, two bathroom type units designated as Type 3C S&H

PARKING - Total of 194 Parking Spaces with 12 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 8 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
44 Evidence of Experience
Evidence of Experience Must be Provided Behind this Tab

Pursuant to §11.204(6) of the QAP, a Principal of the Developer, Development Owner, or General Partner must establish that they have experience in the development of 150 units or more.

Evidence of experience behind this tab includes:

- [x] An Experience certificate issued by the Department under the 2014-2018 Uniform Multifamily Rules.
- [ ] An Experience certificate issued by the Department under the 2019 QAP.
- [ ] An Application for experience and supporting documentation in accordance with §11.204(6)(A)(i)-(ix).
- [ ] Evidence from the Department that the application for experience was received and is being processed by the Department.

Alternatively, pursuant to §13.5(d)(1) of the Multifamily Direct Loan Rule, Applicants requesting MFDL as the only source of Department funds may meet the Experience Requirement by providing evidence of the successful development and operation for at least 5 years of at least twice as many affordability restricted units as requested in the Application.

- [ ] Documentation provided behind this tab meets the alternative Experience Requirement in §13.5(d)(1).

DUNS Number and System for Award Management (SAM.gov) registration (Direct Loan Applications Only)

The Office of Management and Budget (OMB) requires grant applicants to provide a Dunn and Bradstreet (D&B) Data Universal Numbering System (DUNS) number when applying for Federal grants, including Direct Loan funds, on or after October 1, 2003. The DUNS number will supplement other identifiers required by statute or regulation, such as tax identification numbers. To apply for a DUNS number applicants can go to the Dunn & Bradstreet website:

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:

https://sam.gov/portal/public/SAM

Applicants may provide this information with the Application or upon award.

- [na] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [na] 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):

- [na] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [na] 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>
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<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
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<th>b. Person/entity has at least one other application in the current Application Round.</th>
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<td>1</td>
<td>Brian McGeady</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>2</td>
<td>Michael Riechman</td>
<td>Yes</td>
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<tr>
<td>3</td>
<td>Darren Smith</td>
<td>Yes</td>
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<td>4</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By:  
Signature of Applicant

Date: 2/11/2019

Its: 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

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<td>3</td>
<td>Fort Worth</td>
<td>37.50%</td>
<td>42.50%</td>
</tr>
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<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>
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<td>37.50%</td>
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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.

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I acknowledge that if the Department determines that an Applicant, Developer, Affiliate or Guarantor, has received (in the aggregate) allocations in the current Application Round from the Department exceeding $3 million, the Department must refuse to issue one or more Commitments or Carryover Allocations, or must terminate one or more Commitments or Carryover Allocations.

Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature]

Printed Name: Brian McGeady
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: [Signature]

Which is:

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature] [Name]

Date: 02-19-19
Part II. Credit Limit Certification

Instructions:
Each Person and/or Entity that answered "Yes" to Part 1 (b) must complete this form.

Name and role of Person or Entity completing this form:  

Which is:  

☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

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<td>Arlington</td>
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By:  

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  

Printed Name  

Date  

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 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
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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 Partners LLC
Printed Name

Date: 02/11/19

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:  

Which is:  

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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate:

By: [Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)]

Aurora Development, LLC

Printed Name

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: MVAH Holding 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
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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: 2/11/19
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: MVAH Development LLC

Which is:
- ☐ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
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Under penalty of perjury, I certify that this information and these statements are true, complete, and accurate.

By: [Signature]

MVAH Development LLC

Printed Name

Date: 2/11/19
Community Input
1. Local Government Support - §11.9(d)(1) - Only check the box if support documents are included in the Application.

X Resolution(s) of either "no objection" or "support" is included behind this tab.**

Name of Local Government Body
City of Waco

Name of Local Government Body (if applicable)

** Note that resolutions are due March 1, 2019

2. Quantifiable Community Participation - §11.9(d)(4)

Application expects to receive QCP points.

** Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!

3. Community Support from State Representative - §11.9(d)(5)

X Application expects to receive points for a letter from a Representative.

X Letter of either "support" or "opposition" is included behind this tab.**

** Note that letters are due March 1, 2019

4. Input from Community Organizations - §11.9(d)(6)

X Applicant has included one or more letters of support or opposition behind this tab.

List information for each of the letters below:

A. Habitat for Humanity

Name of Community Organization
Brenda Shuttlesworth

Contact Name

X Support

B. Caritas

Name of Community Organization
Buddy Edwards

Contact Name

X Support

C. United Way of Waco-McLennan County

Name of Community Organization
Barbara J. Mosacchio

Contact Name

X Support

D. (Name of Community Organization)

Contact Name

X Support

E. (Name of Community Organization)

Contact Name

F. (Name of Community Organization)

Contact Name
RESOLUTION NO. 2019-105

WHEREAS, Reserve at Lake Shore, LLC (“Applicant”) proposes to build an affordable housing development with up to 86 residential units (“Housing”) for families at the northeast corner of 19th Street and Lake Shore Drive in Waco, McLennan County, Texas; and

WHEREAS, the Applicant has submitted a pre-application and proposes to submit a final application for financing for the Housing, including Competitive 9% Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WACO, TEXAS:

That the City Council of the City of Waco hereby confirms its support for an affordable housing development to be developed by Reserve at Lake Shore, LLC (“Applicant”) at the northeast corner of 19th Street and Lake Shore Drive in Waco, McLennan County, Texas, and that this formal action has been taken to put on record the opinion expressed by the City on this date.

That the City Council of the City of Waco hereby approves the Applicant’s application for Competitive 9% Low Income Housing Tax Credits (“Tax Credits”) from the Texas Department of Housing and Community Affairs and supports an award of Tax Credits for the Housing pursuant to the Qualified Allocation Plan of the Texas Department of Housing and Community Affairs.

That in accordance with 10 Texas Administrative Code Section 11.9(d)(2), the City hereby commits to an in-kind contribution to the Housing in the form of a loan, grant, reduced fee or contribution of other value for the benefit of the Housing in the amount of no less than $500.00.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 19th day of February, 2019.

______________________________
Kyle Deaver, Mayor
City of Waco, Texas

ATTEST:

______________________________
Esmeralda Hudson, City Secretary
APPROVED AS TO FORM & LEGALITY:

Jennifer Richie, City Attorney
Certificate Of Completion

Envelope Id: D4B7FFA70B6F4E6982CBE87A191AC038
Status: Completed
Subject: You have a pending request to eSign a document
Source Envelope:
- Document Pages: 2
- Certificate Pages: 2
- AutoNav: Enabled
- Enveloped Stamp: Enabled
- Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
- 2633 Camino Ramon Ste 500
- San Ramon, CA 94583
- sendac@wacotx.gov
- IP Address: 66.135.61.17

Record Tracking
Status: Original
- 2/21/2019 8:37:43 AM
- Holder: Senda Camarillo
- Location: DocuSign

Signer Events
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Electronic Record and Signature Disclosure:
- Not Offered via DocuSign

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events
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February 28, 2019

Mr. David Cervantes, Executive Director
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX  78711-3941

RE:  2019 Application to the Texas Department of Housing and Community Affairs for an
Allocation of Low-Income Housing Tax Credits to the Reserve at Lakeshore in Waco, Texas,
TDHCA Application #19148

Dear Mr. Cervantes,

Please accept this letter expressing my support for the Reserve at Lakeshore, LLC. request to allocate
tax credits from the Texas Department of Housing and Community Affairs, TDHCA Application
#19148.

I support this development, which is to be located at the Northeast corner of 19th Street and Lake Shore
Drive, Waco, Texas in McLennan County. As the Texas Representative of District 56 which includes
this property in Waco, I see an increasing need for affordable housing in my district.

If you have questions, please contact me at (512) 463-0135.

Sincerely,

Representative Charles “Doc” Anderson
House District 56
February 14, 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 Lake Shore

Dear Mr. Cervantes:

Please let this letter serve to acknowledge that Waco Habitat for Humanity supports Reserve at Lake Shore, a proposed multifamily affordable housing community located at NEC 19th and Lake Shore Drive, in the City of Waco.

Waco Habitat for Humanity is a certified 501c(3) non-profit organization that is part of a global, nonprofit housing organization operated on Christian principles that seeks to put God’s love into action by building homes, communities and hope. Waco Habitat for Humanity is dedicated to eliminating substandard housing locally and worldwide through constructing, rehabilitating and preserving homes; by advocating for fair and just housing policies; and by providing training and access to resources to help families improve their shelter conditions.

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 Lake Shore.

Sincerely,

[Signature]

Brenda Shuttlesworth  
Executive Director  
brenda@wacohabitat.org

cc: Reserve at Lake Shore LLC

P.O. Box 2124 • Waco, Texas 76703  
Phone: 254-756-7575 • Fax: 254-756-7578  
www.wacohabitat.org
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 22, 2019

WACO HABITAT FOR HUMANITY, INC.
PO BOX 2124
WACO, TX 76703-2124

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 09-02-1986
- Sales and use tax, as of 02-05-1987
  (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: 17521308845

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

What is Habitat for Humanity?

Our Vision
A world where everyone has a decent place to live.

Our Mission Statement
Seeking to put God’s love into action, Habitat for Humanity brings people together to build homes, communities and hope.

About Waco Habitat for Humanity
Waco Habitat for Humanity is part of a global, nonprofit housing organization operated on Christian principles that seeks to put God’s love into action by building homes, communities and hope. Waco Habitat for Humanity is dedicated to eliminating substandard housing locally and worldwide through constructing, rehabilitating and preserving homes; by advocating for fair and just housing policies; and by providing training and access to resources to help families improve their shelter conditions. Habitat for Humanity was founded on the conviction that every man, woman and child should have a simple, durable place to live in dignity and safety, and that decent shelter in decent communities should be a matter of conscience and action for all.

All are welcome
Waco Habitat for Humanity has an open-door policy: All who believe that everyone needs a decent, affordable place to live are welcome to help with the work, regardless of race, religion, age, gender, political views or any of the other distinctions that too often divide people. In short, Habitat welcomes volunteers and supporters from all backgrounds and also serves people in need of decent housing regardless of race or religion. As a matter of policy, Habitat for Humanity International and its affiliated organizations do not proselytize. This means that Habitat will not offer assistance on the expressed or implied condition that people must either adhere to or convert to a particular faith, or listen and respond to messaging designed to induce conversion to a particular faith.

About Habitat for Humanity International
Founded in Americus, Georgia, USA, in 1976, Habitat for Humanity today operates around the globe and has helped build, renovate and repair more than 600,000 decent, affordable houses sheltering more than 3 million people worldwide.

Habitat for Humanity International is a nonprofit, ecumenical Christian housing ministry that seeks to provide a decent house in a decent community for all of God’s people in need. Habitat invites people from all backgrounds, races and religions to build homes with partner families. Habitat for
Humanity International has built more than 300,000 houses around the world, providing more than 1.5 million people in more than 3,000 communities with safe, decent, affordable shelter.

**Waco Habitat for Humanity** has built over 170 homes since its inception in 1986. Its partner families earn between 30% and 60% of median income and have very limited access to decent, affordable housing much less the opportunity of home ownership.

The problem of poverty housing is great in Waco where the home ownership rate is just 46%—significantly lower than state and national averages near 65%—and the individual poverty rate is 30%—nearly double the state and national levels of 17% and 16%. The population Waco Habitat serves (incomes at 30-60% of median) has very limited access to decent housing. Waco Habitat is unique in its ability to provide partner families an opportunity to own a decent, affordable home. It does so based on the idea that home ownership is a sustainable solution to poverty housing that fosters the long term stability of a community.

**How does it work?**

Through volunteer labor and tax-deductible donations of money and materials, Habitat builds simple, decent houses with the help of homeowner (partner) families. Habitat houses are sold to partner families at cost and financed with affordable, no-interest loans. The homeowner’s monthly mortgage payments go into a revolving Fund for Humanity that is used to build more houses.

Habitat is not a giveaway program. In addition to the monthly mortgage payments, homeowners invest at least 300 hours of their own labor—sweat equity—into building their house and the houses of others as well as completing New Homeowners College. Partner families then purchase their home at cost through a zero-interest mortgage. Habitat homeowners’ mortgage payments help fund more houses in our community, and their property tax payments total over $125,000 annually.

With the support of a concerned community, Habitat works. Waco Habitat relies on community support—volunteer labor and tax-deductible donations of money and materials—to fulfill its mission. People from all walks of life are invited to participate, regardless of skill level or religious beliefs. Be part of the solution!

**How are partner families selected?**

Those who wish to become partner families (or individuals) must first submit an application to Waco Habitat. The family selection committee then chooses homeowners based on their level of need, their willingness to become partners in the program and their ability to repay the no-interest loan. Habitat follows a nondiscriminatory policy of family selection. For additional information about the application process, including sweat equity requirements, please see the [application process](#).

**How much does a Habitat house cost?**

Houses built by Waco Habitat for Humanity cost approximately $100,000. These houses are affordable for low-income families because there is no profit included in the sale price and no interest charged on the 30-year mortgage. The average mortgage payment of $500, including taxes & insurance, is less than most families pay to rent substandard housing (fair market rent in our area is $808 for a two bedroom apartment).

**History**

Founded in 1976 by Millard and Linda Fuller, Habitat for Humanity International is a nonprofit, ecumenical Christian housing ministry dedicated to eliminating substandard housing and homelessness worldwide, and to making adequate, affordable shelter a matter of conscience and action. Habitat invites people from all faiths and walks of life to work together in partnership, building houses with families in need. Click here for more info on the [history of Habitat for Humanity International](#).

**Habitat and its Affiliates**

Habitat is a worldwide, grassroots movement with more than 2,100 active affiliates in 100 countries, including all 50 states of the United States, the District of Columbia, Guam and Puerto Rico. Use the [Habitat for Humanity International affiliate search](#) to find Habitat affiliates in other areas. Over 250,000 Habitat homes have been built worldwide.

Concerned citizens from all walks of life come together as volunteers to form a Habitat affiliate in their community. Fundraising, house construction, family selection and other key decisions are carried out by the local affiliates. HFHI headquarters, located in Americus, Ga., provides information, training, support and other services to Habitat affiliates worldwide.

**Donations**

Donations are used as designated by the donor. Gifts to Waco Habitat that are designated to a specific building project are allocated accordingly. Undesignated gifts are used where most needed. Click here for a link to Waco Habitat’s most recent IRS 990 report.

**Management**
Waco Habitat’s board of directors determines policy and monitors operations in conjunction with a board of advisors. Board members are dedicated volunteers who are deeply concerned about the problems of poverty housing in our community. We operate with an administrative staff, assisted by a core group of clerical and support employees, and supplemented by long-term and short-term volunteers. View our board list.

Government Support

Habitat for Humanity is not a government program. Waco Habitat raises most funds locally and uses them to purchase all materials and any contracted labor necessary for actual construction. Government funds are used only if no strings are attached that would violate Habitat’s principles. Waco Habitat for Humanity enjoys a good relationship with local and state government and uses government funds in a limited way on the infrastructure (fill dirt, curbs & sidewalks) and project supervision for each house. By partnering with the government in this way, Waco Habitat has been able to increase substantially the number of families it serves.
Seeking to put God’s love into action, Habitat brings people together to build homes, communities & hope.

**Build Community Impact**
- Enhance home ownership for families through collaborative partnerships and education
- Serve neighborhoods by offering approaches and products that result in sustainability

**Build Sector Impact**
- Create innovative partnerships that expand and diversify housing opportunities
- Leverage Habitat brand with people who govern, give and live in McLennan County to advance affordable housing

**Build Societal Impact**
- Create a larger and more active volunteer base to advance our mission & vision for affordable housing
- Mobilize the broader community to advocate and act on the need for neighborhood transformation through affordable housing

**Build A Sustainable Organization**
- Fund the mission
- Grow skills & leadership capabilities
- Operate with excellence

**Mobilize Resources and Steward Them Faithfully**
BOARD ORGANIZATIONAL STRUCTURE FY 2018

Board of Directors
15 Members

Standing Board Committees
- Executive Committee
  - Officers
    - President: Diane Mason
    - Vice-President: Rick Allen
    - Treasurer: Diana Ward
    - Secretary: Barry Hankins
    - Immediate Past-President: Jay Bryngelson
  - Staff Liaison: Executive Director

- Governance Committee
  - 4-5 Members
  - Staff Liaison: Executive Director
  - Chair: Rick Allen
  - Board Members: Barry Hankins, Vint Carpenter, Diane Mason, VACANT
  - Governance, Nominating, Mentoring, Policy, Public Policy & Advocacy, Community Partnerships

- Operating Committees
- Development Committee
  - 5-6 Members
  - Staff Liaison: Development Director
  - Chair: Claire McDonald
  - Board Members: Vint Carpenter, Ben Dever, Christina Helmick
  - Members (non-Board): Mark Boyd
  - Fundraising, Marketing, Communications, Donor Relations, Planned Giving, ReStore Sales & Marketing, Unlock Dream

- Non-Board Committees
- Homeowner Services Committee
  - 10-20 Members
  - Staff Liaison: Homeowner Services
  - Chair: Patrick Rodgers
  - Board Members: Jay Bryngelson, Diane Mason, Ben Dever, Mary Perez, Luis Morera, Cinthia Hernandez
  - Members (non-Board): Carla Dever, Annette Brister, Charles Barrow, Cassandra Campbell, Blessin Campbell, Lori Young
  - Program Review, Mortgage Portfolio, Homeowner Services, Construction, Post-HO Support & Education

Development Committee
5-6 Members
Staff Liaison: Development Director
Chair: Claire McDonald
Board Members: Vint Carpenter, Ben Dever, Christina Helmick
Members (non-Board): Mark Boyd
Fundraising, Marketing, Communications, Donor Relations, Planned Giving, ReStore Sales & Marketing, Unlock Dream
## FY2018 Budget Comparison

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>FY 2017 Budget</th>
<th>FY 2018 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$1,879,200</td>
<td>$1,828,400</td>
</tr>
<tr>
<td>Expenses</td>
<td>$1,851,000</td>
<td>$1,809,165</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$28,200</strong></td>
<td><strong>$19,235</strong></td>
</tr>
<tr>
<td>Recurring Capital</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$20,200</strong></td>
<td><strong>$11,235</strong></td>
</tr>
<tr>
<td>Capital Needs</td>
<td>$135,000</td>
<td>$147,857</td>
</tr>
<tr>
<td>Purchased ReStore Truck</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revenue Category</td>
<td>Dollars</td>
<td>%</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-----------</td>
<td>----</td>
</tr>
<tr>
<td>ReStore Sales</td>
<td>$632,700</td>
<td>34.6%</td>
</tr>
<tr>
<td>Mortgage Assistance Grants (Public Funds)</td>
<td>$297,000</td>
<td>16.2%</td>
</tr>
<tr>
<td>(TDHCA Bootstrap, COW DPA, CDBG-IDA, FHLB-HELP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foundations (Grants)</td>
<td>$233,200</td>
<td>12.8%</td>
</tr>
<tr>
<td>Public Grants</td>
<td>$209,500</td>
<td>11.5%</td>
</tr>
<tr>
<td>(HOME-CDHO, CDBG, FHLB-SNAP, TDHCA Admin Fees, TSAHC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Homeowner Payments (WHFH Principal, Repairs, Late Fees)</td>
<td>$167,500</td>
<td>9.5%</td>
</tr>
<tr>
<td>Individuals</td>
<td>$100,000</td>
<td>5.5%</td>
</tr>
<tr>
<td>Special Events (GloRun, Baylor Fundraisers, New Event)</td>
<td>$67,500</td>
<td>3.7%</td>
</tr>
<tr>
<td>Corporate</td>
<td>$54,000</td>
<td>3.0%</td>
</tr>
<tr>
<td>HFHI Grants</td>
<td>$42,500</td>
<td>2.3%</td>
</tr>
<tr>
<td>Churches</td>
<td>$20,000</td>
<td>1.1%</td>
</tr>
<tr>
<td>Other (Baylor Dues, Interest)</td>
<td>$4,500</td>
<td>0.2%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,828,400</strong></td>
<td>100%</td>
</tr>
<tr>
<td>EXPENSE CATEGORY</td>
<td>DOLLARS</td>
<td>%</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>--------------</td>
<td>------</td>
</tr>
<tr>
<td>Salaries</td>
<td>$689,250</td>
<td>37.9%</td>
</tr>
<tr>
<td>Construction (new, repairs, tithe, closings, tools, lots, warranty work)</td>
<td>$607,285</td>
<td>33.6%</td>
</tr>
<tr>
<td>Fringe Benefits (payroll taxes, health insurance, retirement, WC)</td>
<td>$181,430</td>
<td>10.1%</td>
</tr>
<tr>
<td>Administrative Support (legal, accounting, insurance, facilities)</td>
<td>$151,000</td>
<td>8.4%</td>
</tr>
<tr>
<td>ReStore Sales Support</td>
<td>$70,500</td>
<td>3.9%</td>
</tr>
<tr>
<td>Advertising, Promotion, Special Events, Volunteers, Work Study</td>
<td>$37,100</td>
<td>2.1%</td>
</tr>
<tr>
<td>Office Expenses (office supplies, printing &amp; postage)</td>
<td>$36,000</td>
<td>2.0%</td>
</tr>
<tr>
<td>Travel &amp; Training</td>
<td>$24,000</td>
<td>1.3%</td>
</tr>
<tr>
<td>Membership Fees</td>
<td>$12,600</td>
<td>0.7%</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$1,809,165</td>
<td>100%</td>
</tr>
<tr>
<td>Recurring Capital Expenses</td>
<td>$8,000</td>
<td></td>
</tr>
<tr>
<td>TOTAL USE OF CASH</td>
<td>$1,817,165</td>
<td>100%</td>
</tr>
</tbody>
</table>
## FY 2017-2018 Operational Outcomes

<table>
<thead>
<tr>
<th>PROGRAMS &amp; SERVICES</th>
<th>FY 2016-2017 GOALS</th>
<th>FY 2017-2018 GOALS</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Home Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(167 homes since 1986)</td>
<td>5</td>
<td>5</td>
<td>Materials: $87,474 In-Kind Gifts: $17,660</td>
</tr>
<tr>
<td>Home Repairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(417 repairs since 2007)</td>
<td>50</td>
<td>30</td>
<td>Average Cost: $5,201</td>
</tr>
<tr>
<td>ReStore Operations</td>
<td>$550,000</td>
<td>$632,700</td>
<td>$30.08 per ton diversion Purchase flooring &amp; cabinets to increase sales to fund ReStore Home Build</td>
</tr>
<tr>
<td>Mortgage Stewardship</td>
<td>87%</td>
<td>90%</td>
<td>&lt;10% delinquent = goal for Affiliate of Distinction</td>
</tr>
<tr>
<td>Repairs Payback</td>
<td>NA</td>
<td>70%</td>
<td>Current payback compliance at 54%</td>
</tr>
<tr>
<td>Volunteer Engagement</td>
<td>2,400 volunteers 18,000 hours</td>
<td>2,000 volunteers 14,000 hours</td>
<td>$23.07 per volunteer hour 115 volunteers/home</td>
</tr>
<tr>
<td>Healthy pipeline allows ready access to available funds</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## FY 2017-2018 Staff Departmental Goals

<table>
<thead>
<tr>
<th>Development Department</th>
<th>Programs Department</th>
<th>ReStore Department</th>
<th>Operations Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearly define Club-level giving and Sponsorship opportunities; communicate to constituents</td>
<td>Explore opportunities to increase Gifts In-Kind for New Home Construction and Repairs Program</td>
<td>Purchase top selling items and sell to sponsor a ReStore House Build</td>
<td>Build relationships with Habitat Homeowner to increase mortgage stewardship</td>
</tr>
<tr>
<td>Grow Individual &amp; Corporate giving by improving direct mail, email and social media appeals</td>
<td>Develop and implement outreach/marketing calendar of information meetings provided at key locations in community (i.e., employers, public housing units, community centers)</td>
<td>Grow special events (Half-Off Sales &amp; Elf on a ReStore Shelf) to increase communitywide participation, increased media presence, drive up sales</td>
<td>Build relationships with Repairs Program Partners to increase payback percentage and identify opportunities for education &amp; support</td>
</tr>
<tr>
<td>In conjunction with Development Committee, identify annual fundraiser, plan event, implement event, debrief successes and challenges, schedule for following year</td>
<td>Develop and implement Volunteer Engagement program (i.e., thank volunteers, educate about ministry, opportunities to give)</td>
<td>Increase at least one additional distribution center as a Major Donor of donated materials</td>
<td>Identify homeowners and partners with stories to tell”</td>
</tr>
<tr>
<td>Increase number of media contacts and foster/enhance existing media relationships</td>
<td>Explore enhanced building opportunities (i.e., solar technology, safe/reinforced rooms, Habitat strong building)</td>
<td>Engage donor to match funds raised through Elf on a ReStore Shelf to purchase electronic signage at Franklin</td>
<td>More fully explore functionality of Loan Servicing Soft and discontinue Keystone support</td>
</tr>
</tbody>
</table>
February 22, 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 Lake Shore

Dear Mr. Cervantes:

Please let this letter serve to acknowledge that Caritas of Waco supports Reserve at Lake Shore, a proposed multifamily affordable housing community located at NEC 19th and Lake Shore Drive, in the City of Waco.

Caritas of Waco is a certified 501c(3) non-profit organization that serves 6 counties with our case management programs. Each designed to work with individuals and families to be lifted out of poverty. Clients develop a plan of action and Caritas helps them achieve their goals such as GED classes, job training opportunities and other forms of education/employment assistance. We also offer urgent assistance in the following ways: food, clothing, household items, utility assistance, prescription medication assistance, rent or mortgage assistance.

Should you require any additional information or have questions about our organization, please feel free to contact me at 254-753-4593, ext. 205. Attached is some material about our organization and its services. Thank you for your kind attention.

We look forward to hearing a positive outcome on the application process for Reserve at Lake Shore.

Sincerely,

Buddy Edwards
Executive Director

cc: Reserve at Lake Shore LLC
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 22, 2019

CARITAS OF WACO
300 S 15TH ST
WACO, TX 76701-1704

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 12-01-1978
- Sales and use tax, as of 07-21-1986
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17417115759

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.
Our Mission Is...

“To provide urgent support to people in need in our community”

Caritas of Waco is a non-profit organization that helps anyone who has urgent needs, regardless of sex or ethnicity. The majority of our recipients are residents of McLennan County, although there are no geographical restrictions to receiving services. Recipients are interviewed to determine their needs.

Our Vision Is...

“To eliminate hunger in McLennan County, Texas, by providing direct services through its food pantry as well as through advocacy, while working with other hunger relief programs in Central Texas.”

Why Our Programs Are Needed:

Because nearly 30 percent of the people in Waco live in poverty. Because poverty affects the individual, the family and the community. Because children of poverty suffer physical, intellectual and emotional impairment. Because, TOGETHER, we can give help and hope to those who have little.
Programs

Caritas helps those in need through various programs: Emergency Assistance, which assists with basic needs such as food, prescription drugs, clothing, household items and utilities, Case Management, Veteran Case Management, WERN, Caritas Thrift Stores and Gifts-in-Kind. Caritas became the distribution center for the “gifts in kind” products to charitable organizations in 2004. Caritas receives a variety of items, then we distribute hundreds of thousands of pounds of paper goods and other household items to charitable organizations that serve those in need. Thousands of people are able to receive benefits because of the Gifts-in-Kind program.

The majority of Emergency Assistance recipients are residents of McLennan County, although there are no geographical limits imposed on those who receive services from Caritas. All recipients are interviewed at their first appointment by one of our staff so we can determine their needs. Emergency assistance is provided in the form of food, utilities, clothing, prescription medication and household items.
Caritas of Waco
@caritasofwaco

Home
About
Posts
Events
Photos
Videos
Community
Reviews
Info and Ads
Join My List

Caritas of Waco shared a post
February 13 at 7:40 PM

Visit one of our Hidden Treasures by Caritas stores for great last-minute Valentine’s Day gifts. Click on the photo to see our Instagram post and yummy free items offered at our Bellmead store.

Caritas of Waco
February 15 at 8:44 AM

Locals Love Us! Check out our coupon and head over to one of our Hidden Treasures stores!

FRESH START TO A HEALTHIER YOU!
Learn about:
Safe Food Handling
Healthy Eating
Meal Planning
Stretching Your Food Dollar

ATTEND 4 CLASSES AND EARN AN EXTRA TRIP TO CARITAS
Tuesdays at 1:30 PM

Caritas of Waco
Social Service

Jeannie Cartwright Dickson, Tammy Stevens and 2 others like this.

3 Shares

Hidden Treasures by Caritas
3912 Bosque Blvd. Waco, TX 76710
3016 Bellmead Dr. Bellmead, TX 76705
254.753.0125 254.799.0777

$5 Off any purchase $25 or more Expires 7/31/19

Jeannie Cartwright Dickson likes this.

1 Share
February 28, 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 Lake Shore

Dear Mr. Cervantes:

Please let this letter serve to acknowledge that United Way of Waco-McLennan County supports Reserve at Lake Shore, a proposed multifamily affordable housing community located at NEC 19th and Lake Shore Drive, in the City of Waco.

United Way of Waco-McLennan County is a certified 501c(3) non-profit organization that is focused on strengthening our community and creating opportunity for every resident through inspired and informed philanthropy and partnerships to address our greatest challenges. We fight for the health, education, financial stability, and safety net services of every person in McLennan County. UWWMC works with corporate, private and civic leaders to strengthen programs that support and empower children, families, and individuals; and across our state and nation, United Ways are actively engaged within their community to create equity and access for every citizen. Projects such as this support our commitment and our desire to generate a positive impact on the lives of all residents of Waco and McLennan County.

Should you require any additional information or have questions about our organization, please feel free to contact me.

We look forward to hearing a positive outcome of this application process for Reserve at Lake Shore.

Sincerely,

[Signature]

Barbara J. Mosacchio  
Executive Director/CEO

cc: Reserve at Lake Shore LLC
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 28, 2019

UNITED WAY OF WACO-MCLENNAN COUNTY
400 AUSTIN AVE STE 903
WACO, TX 76701-2101

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 02-02-1953
- 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: 32026324700

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.
**OVERALL GOAL:** Children have the knowledge and skills needed to be successful in school and in life.

**GOAL 1: Childhood Success**
Children enter school ready to learn.

**Objectives:**
- Increase the percentage of children ages 0-5 receiving quality childcare
- Increase the percentage of kindergarten ready students
- Increase the percentage of children achieving social-emotional developmental milestones

**GOAL 2: Youth Success**
Youth are prepared to be successful for school, career, and life, and remain engaged throughout the academic continuum.

**Objectives:**
- Increase the percentage of students succeeding academically through cognitive development programming
- Increase percentage of students succeeding socially and emotionally through non-cognitive development programming

**GOAL 3: Family Engagement**
Families are engaged in their child’s academic success and meaningfully connected to their child’s school campus.

**Objectives:**
- Increase the number of families receiving parent education to ensure the academic success of their child
- Increase the number of families that are meaningfully connected to their child’s school and its resources on an ongoing basis

---

**OVERALL GOAL:** Individuals and families are able to improve their financial stability and economic status.

**FINANCIAL STABILITY**

**GOAL 1: Financial Resiliency**
Individuals have the knowledge, skills, and supports needed to increase their financial stability, effectively manage their money, and advance their economic mobility.

**Objectives:**
- Increase the number of individuals accessing and using low-to-no cost resources to conduct financial transactions
- Increase the number of individuals receiving financial education

**GOAL 2: Job Development**
Individuals have the education and skills to obtain and retain good jobs with the potential for advancement.

**Objectives:**
- Increase the number of individuals receiving job skills training
- Increase the number of individuals receiving workforce development services

---

**OVERALL GOAL:** Individuals and families are able to improve their health and live healthy lives.

**HEALTH**

**GOAL 1: Healthy Beginnings**
All babies are born healthy.

**Objectives:**
- Increase the percentage of women receiving health services and education
- Increase the percentage of women receiving quality prenatal care
- Decrease the rate of teen pregnancy

**GOAL 2: Healthy Living**
Individuals have the knowledge, skills, and supports to make decisions that increase their overall health and wellness.

**Objectives:**
- Increase the percentage of individuals able to access and consume healthy foods
- Increase the percentage of individuals participating in physical activity opportunities in community settings
- Increase health services and education reaching underserved communities
- Increase mental health services and education reaching underserved communities

---

**OVERALL GOAL:** Individuals and families are able to meet their essential needs in order to move out of crisis.

**SAFETY NET SERVICES**

**GOAL 1: Safety Net Services**
Individuals have the services and resources needed to meet their basic needs in crisis situations.

**Objectives:**
Support essential services and emergency interventions needed for:
- Food, clothing, and housing assistance
- Medical assistance
- Trauma care and prevention
- Legal services
**MISSION**
United Way of Waco-McLennan County strengthens the community by mobilizing resources to measurably improve lives.

**VISION**
United Way of Waco-McLennan County envisions a community where all people have the education, health, and financial stability needed to achieve their full potential.

**COMMUNITY COMMITMENT**
To achieve our vision and mission, we commit to:
- Partner with organizations, corporations, and individuals
- Inspire others to give, advocate, and volunteer
- Engage with members of our community from diverse sectors and backgrounds
- Mobilize resources to create measurable community impact
- Promote public awareness and understanding of community challenges and solutions
- Demonstrate accountability and transparency in every aspect of our work

**VALUES**
The core values that ground our work are:
- Equity
- Collaboration
- Inclusion
- Accountability
- Impact

---

**RESOURCE DEVELOPMENT**
**OVERALL GOAL:** Affect equitable, systemic change by mobilizing and developing resources through a continuous focus on increasing fundraising results to fund programs and initiatives that measurably impact the community’s most critical needs.

**COMMUNITY ENGAGEMENT**
**OVERALL GOAL:** Affect equitable, systemic change by increasing community engagement to inform and support programs and initiatives that measurably impact the community’s most critical needs.

**COMMUNITY IMPACT**
**OVERALL GOAL:** Affect equitable, systemic change through grant-making, education, and advocacy for programs and initiatives that measurably impact the community’s most critical needs.

**GOVERNANCE**
**OVERALL GOAL:** Affect equitable, systemic change by leading our work with a Board and Leadership Staff that is mission focused, reflective of our community, and is results driven to measurably impact the community’s most critical needs.

---

**OUR BOLD PATH FORWARD**

<table>
<thead>
<tr>
<th>Resource Development</th>
<th>Community Engagement</th>
<th>Community Impact</th>
<th>Governance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OVERALL GOAL:</strong> Affect equitable, systemic change by mobilizing and developing resources through a continuous focus on increasing fundraising results to fund programs and initiatives that measurably impact the community’s most critical needs.</td>
<td><strong>OVERALL GOAL:</strong> Affect equitable, systemic change by increasing community engagement to inform and support programs and initiatives that measurably impact the community’s most critical needs.</td>
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</tr>
</tbody>
</table>

**Last year, over 41,000 children, families, and individuals in McLennan County were helped by United Way funded programs.**

- **20,549** low-income McLennan County children had access to Early Childhood Education Classes, and quality afterschool and summer programs.
- **22,344** families and individuals experiencing family crisis and domestic violence had access to shelter, resources, counseling, and case management.
- **33,753** low to un-insured families and individuals in McLennan County had access to medical pre-screenings, health exams, prescription assistance, and physical, emotional, and mental therapy.
- **4,602** low-income pregnant girls and women in McLennan County had access to prenatal care, resource assistance, and post-pregnancy parenting classes.
Investing For Impact

United Way of Waco-McLennan County

Breaking The Cycles of Poverty

For nearly 90 years, United Way of Waco-McLennan County (UWWMC) has been focused on strengthening our community and creating opportunity for every citizen through inspired and informed philanthropy and partnerships to address our greatest challenges. We fight for the health, education, financial stability, and safety net services of every person in McLennan County. UWWMC works with corporate, private and civic leaders to strengthen programs that support and empower children, families, and individuals. Through the generous support of our donors and the strength of our non-profit partners, we are effectively building a strong foundation for our community’s future health and well-being. One individual, annually and collectively, becomes thousands of individual lives and generations made stronger, self-sufficient and able to rise above the limitations of poverty and navigate through challenging life circumstances. To achieve our vision and mission, we commit to:

- Partner with organizations, corporations, and individuals
- Inspire others to give, advocate, and volunteer
- Engage with members of our community from diverse sectors and backgrounds
- Mobilize resources to create measurable community impact
- Promote public awareness and understanding of community challenges and solutions

MAKE A DONATION

LAST YEAR IN McLENNAN COUNTY, UNITED WAY FUNDED PARTNER PROGRAMS PROVIDED:

- 20,549 low-income children access to Early Childhood Education classes and quality afterschool and summer programs
- 33,753 low/uninsured families with access to Medical Screenings and Health Exams as well as prescription assistance and other therapy needs
- 150,498 children, adults, and families with Meals and Bags of Groceries over 46,000 eligible children, adults and families
- 4,602 low-income pregnant girls and women including prenatal care, resource assistance, and parenting classes
- 22,344 families and individuals with Family and Domestic Violence Care including access to shelters, resource counseling, and case management

HEB Food Stores Texas Farm Bureau Atmos Energy Caterpillar Baylor University Family Health Center American Income Life Insurance City of Waco Sanderson Farms Central National Bank Extraco Banks HOLT CATHOT MHMR Jaynes, Reitmeier, Boyd & Therrell Texas Life Insurance Company Waco ISD UPS Midway ISDL3 Technologies Baylor Scott & White Hillcrest Waco Housing Authority Insurers of Texas
Demonstrate accountability and transparency in every aspect of our work

Support + Donate
Last year, over 41,000 families and individuals in McLennan County were served by United Way programs. Join us in making impact in McLennan County.

Donate Now

Volunteer Today
Consider giving your time and energy to help improve the lives of a neighbor. Explore our many opportunities for service and volunteerism.

Volunteer Now

Strategic Plan
In 2018, United Way of Waco-McLennan County transitioned from a fundraising model to a community impact organization. Our Community Impact Model is focused on leading sustainable improvements in education, income and health to improve people’s lives and strengthen McLennan County.

Learn More

Our Impact Goals

Education
Children have the knowledge and skills needed to be successful in school and in life.

Financial Stability
Individuals and families are able to improve their financial stability and economic status.

Health
Individuals and families are able to improve their health and live healthy lives.

Safety Net Services
Individuals and families are able to meet their essential needs in order to move out of crisis.
United Way of Waco-McLennan County strengthens the community by mobilizing resources to measurably improve lives.

**Vision**

United Way of Waco-McLennan County envisions a community where all people have the education, health, and financial stability needed to achieve their full potential.

**Commitment to the Community**

To achieve our vision and mission, we commit to:

- **Collaborate** with organizations, corporations, and individuals
- **Inspire** others to give, advocate, and volunteer
- **Engage** with members of our community from diverse sectors and backgrounds
- **Mobilize** resources to create measurable community impact
- **Promote** public awareness and understanding of community challenges and solutions
- **Demonstrate** accountability and transparency in every aspect of our work

**Values**

The core values that ground our work are:

- **Equity**
- **Collaboration**
- **Inclusion**
- **Accountability**
- **Impact**
LAST YEAR IN MCLENNAN COUNTY. UNITED WAY FUNDED PARTNER PROGRAMS PROVIDED:
47 Required Third Party Reports
### Environmental Site Assessment (ESA) (All Multifamily Applications)

| Prepared by: | Phase Engineering | Date of Report: | Feb-19 |

- [ ] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
- [ ] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
- [ ] Development is funded by USDA and is not required to supply an ESA.

### Environmental Clearance (Section 811 PRA and Direct Loan applications only)

All 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.
- [ ] 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](http://www.tdhca.state.tx.us/program-services/environmental/index.htm)
- [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

  - Name of Firm: 
  - Contact Person: 
  - Contact Telephone: 
  - Email: 

### Primary Market Area Map

- [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: -97.18076
  - Latitude: 31.593999

### Property Condition Assessment (PCA)

| Prepared by: | na | Date of Report: | na |

### Appraisal

| Prepared by: | na | Date of Report: | na |

### Site Design and Development Feasibility Report

| Prepared by: | BGE, Inc. | Date of Report: | Feb-19 |
### MARKET ANALYSIS SUMMARY

**Provider:** Apartment MarketData, LLC  
**Contact:** Darrell G Jack  
**Date:**  
**Phone:** (210) 530-0040

**Development**  
**Site Location**  
NEC 19th & Lake Shore Dr.  
City: Waco  
County: McLennan

**Target Population:** General  
Definition of Elderly Age:  

**Site Coordinates:**  
Latitude: 31.593999  
Longitude: -97.180760  
(decimal degree format)

#### Primary Market Area (PMA) page 32

| 483090001.00 | 483090005.98 | 483090007.00 | 483090008.00 | 483090009.00 | 483090010.00 |
| 483090011.00 | 483090012.00 | 483090013.00 | 483090014.00 | 483090015.00 | 483090023.02 |
| 483090024.98 | 483090025.01 | 483090025.03 | 483090026.00 | 483090027.00 | 483090028.00 |
| 483090030.00 | 483090043.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Square Miles:** 38.77
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>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 16.1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No</td>
<td>Poverty Rate is less than 15.629.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Poverty Rate = NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicable Poverty Rate = NA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Rent Burden Rank = 1404 | (lower number wins tie) |

**Tie-Breaker #2 (10 TAC §11.7(2))**
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>-97.1812</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>31.594347</td>
</tr>
<tr>
<td>Target Population:</td>
<td>General</td>
</tr>
<tr>
<td>Closest Development serving same Population:</td>
<td>Barron's Branch II</td>
</tr>
<tr>
<td>Application Number:</td>
<td>14229</td>
</tr>
<tr>
<td>Address:</td>
<td>N 9th St and West Ave</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2014</td>
</tr>
</tbody>
</table>

2/23/2019
Deficiency Documents
Scoring Notice
RFAD
RFI
Board Action
Public Comment
Commitment/Determination Notice
MFDL Award
Carryover