2019 Multifamily Uniform Application
2019

9% HOUSING TAX CREDIT
APPLICATION

TDHCA APPLICATION #19166

Villas at Robinett

Kileen, TX
By: Donna Rickenbacker

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

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

Villas at Robinett 19 LP (tbf)

By: Donna Rickenbacker

Signature of Authorized Representative

Donna Rickenbacker

Printed Name

Authorized Representative

February 25, 2019

Sworn to and subscribed before me on the

Selected day of February, 2019

by

Donna Rickenbacker

(Personalized Seal)

Notary Public Signature

TEXAS

Notary Public, State of

HARRIS

My Commission Expires:

02/26/2019

Date

2/25/2019
**Required for Tax Exempt Bond Developments only**

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form

<table>
<thead>
<tr>
<th>Development Name:</th>
</tr>
</thead>
</table>

Based on the expiration date of the bonds as reflected in the Certificate of Reservation issued by the Texas Bond Review Board, the above referenced Development must be scheduled for one of the TDHCA Board meetings noted below for consideration of a Determination Notice. The above Development must be considered for a Determination Notice and presented to the Board by May 23, 2019. Therefore, as required in 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, all remaining parts of the Application, including the ESA, the Market Study, Property Condition Assessment, Appraisal and Site Design and Feasibility Report, if applicable, must be submitted at least 75 days prior to the Board meeting. It is important to note that submission of the documents 75 days in advance does not ensure that the Application will be placed on the meeting agenda as requested and changes to an Application (e.g. submission of new financing term sheets) or failure to resolve application deficiencies timely subsequent to submission may delay completion of Department staff’s review and/or underwriting of the Application and presentation to the Board. Moreover, staff may choose to delay presentation to the Board in instances in which an Applicant is not reasonably expected to close within sixty (60) days of the issuance of a Determination Notice or may recommend the award be conditioned upon closing within a reasonable timeframe after Board approval. Pursuant to 10 TAC §11.201(6)(B) Applicants requesting to be on the May, June or July Board meetings are advised that such Applications will not be prioritized for review and processing based on timing constraints associated with the Competitive HTC program. Further, the Applicant is encouraged to review 10 TAC §11.201(2)(B) of the Qualified Allocation Plan, the Multifamily Housing Revenue Bond Rules at 10 TAC Chapter 12, the 2019 4% HTC and Tax Exempt Bond Process Manual and the 2019 Multifamily Programs Procedures Manual for any requirements that need to be met prior to submission of the Application.

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

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 17, 2019</td>
<td>November 2, 2018</td>
</tr>
<tr>
<td>February 21, 2019</td>
<td>December 7, 2018</td>
</tr>
<tr>
<td>March 21, 2019</td>
<td>January 4, 2019</td>
</tr>
<tr>
<td>April 25, 2019</td>
<td>February 8, 2019</td>
</tr>
<tr>
<td>May 23, 2019</td>
<td>March 8, 2019</td>
</tr>
<tr>
<td>June 27, 2019</td>
<td>April 12, 2019</td>
</tr>
<tr>
<td>July 11, 2019</td>
<td>April 26, 2019</td>
</tr>
<tr>
<td>July 25, 2019</td>
<td>May 10, 2019</td>
</tr>
<tr>
<td>September 5, 2019</td>
<td>June 21, 2019</td>
</tr>
</tbody>
</table>
An Inducement Resolution has been approved by the Bond Issuer and a copy is provided behind Tab 8.
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)(l) of the Qualified Allocation Plan, relating to Replacement Reserve Account requirements.

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

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

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

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

Accessibility Requirements

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

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

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

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

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

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

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

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

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

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

_____ The Applicant has disclosed, in the Application, any Principal or any entity or Person in the Development ownership structure who was or is involved as a Principal in any other affordable housing transaction that entered into a voluntary compliance agreement (or similar agreement) with any governmental agency that is the result of negotiation regarding noncompliance of any affordable housing Development with any requirements. The disclosure identified the person or persons and development involved, the identity of each other development, contact information for the other Principals of each such development, a narrative description of the facts and circumstances of the agreement or proposed agreement, and any appropriate supporting documents. The Applicant has read and understands §11.202(1)(N) of the Qualified Allocation Plan related to such disclosure.
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.

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.
THE STATE OF    TEXAS §

COUNTY OF    HARRIS §

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

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

(Seal)

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130571843

Notary Public Signature
The Applicant Eligibility Certification(s) is included behind this tab.

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

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

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

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

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

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

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

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

Neither Applicant nor any other member of the Development Team has been convicted of a
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.
Signature of Authorized Representative

Donna Rickenbacker
Printed Name

Sole Member of DWR Development Group, LLC

February 26, 2019

Date

THE STATE OF TEXAS
COUNTY OF HARRIS

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

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

(Seal)

Notary Public Signature

Page 6 of 6
2019 REVISED Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

James E. Rickenbacker

Printed Name

Member of Villas at Robinett GP, LLC

Title

February 25, 2019

Date

THE STATE OF TEXAS $  

COUNTY OF HARRIS $  

Before me, a notary public, on this day personally appeared James E. Rickenbacker, 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 25th day of February, 2019.

(Seal)

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130571843

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

Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

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

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

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Donna Rickenbacker</td>
</tr>
<tr>
<td><strong>Phone:</strong> (713) 560-0068</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:donna@dwrdevelopment.com">donna@dwrdevelopment.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 6300 West Loop South, Ste. 670</td>
</tr>
<tr>
<td>Street: Bellaire TX 77401</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> James Rickenbacker</td>
</tr>
<tr>
<td><strong>Phone:</strong> (713) 560-7800</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:jamie@marqueconsultants.com">jamie@marqueconsultants.com</a></td>
</tr>
</tbody>
</table>

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

### Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total** 17

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

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

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

### Criteria Promoting Community Support and Engagement

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

**Community Support and Engagement Total** 11

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

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

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

### Point Deductions

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

**Total Application Self Score** 122

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

### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.105 acres near SEC of Robinett Rd. and W. Elms Rd.</td>
<td>Killeen</td>
</tr>
<tr>
<td>Region</td>
<td>Zip</td>
</tr>
<tr>
<td>8</td>
<td>76549</td>
</tr>
<tr>
<td>County</td>
<td>Rural/Urban</td>
</tr>
<tr>
<td>Bell</td>
<td>Urban</td>
</tr>
</tbody>
</table>

**ETJ? No**

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

<table>
<thead>
<tr>
<th>Census Tract Information (All Programs)</th>
<th>Median Household Income: 50084.00</th>
<th>Quartile: 2q</th>
<th>Poverty Rate: 11.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Census Tract Number (11 digits) 48027023108 No</td>
<td>QCT? Yes</td>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

- **X** One Mile Three Year Rule. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception).

- **X** Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e))

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

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

- **n/a** 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.

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

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

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

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

<table>
<thead>
<tr>
<th>Development Site is appropriately zoned?</th>
<th>No</th>
<th>Zoning Designation: B-3-Local Business District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Zone Designation: X&amp;AEB</td>
<td>Entire Development Site is outside the 100 year floodplain. No</td>
<td></td>
</tr>
</tbody>
</table>

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

- Not Prime Farmland

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

Confirm the following supporting documents are provided behind this tab.

- **n/a** Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

- **n/a** DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.

**Self Score Total: 122**

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2016</td>
</tr>
<tr>
<td>Willow Springs ES</td>
<td>PK</td>
<td>through</td>
</tr>
<tr>
<td>Palo Alto MS</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>Robert M Shoemaker HS</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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

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

[X] The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**

9. **Waiver of Rules [10 TAC §11.207]**

*n/a* Applicant requests waiver of rules.

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

- Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
- Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
Supporting Documentation for the Site Information Form Part I

Maps:

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

Resolutions:

- Twice the State Average of Units Per Capita
  Resolution
- One Mile Three Year Resolution or evidence
  of other exception
- Housing Tax Credit Units per Total Household
  Resolution
- For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4)
  of the QAP is included
- 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

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

Farmland Designation

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

Go to https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx and

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

- n/a Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.

- n/a Waiver of Rules

Educational Quality (all Applications)

- X School Attendance Zone Map with Development labeled;

- X 2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies); and

- n/a Neighborhood Risk Factors Report ("NRFR") if a school in the attendance zone has not achieved Met Standard for three consecutive years and has failed by at least one point in the most recent year (or 2017 if the Hurricane Harvey Provision applies).

Waiver of Rules

- n/a The waiver request must establish how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant

- n/a 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.
2018 and 2019 Small DDAs & QCTs

The 2018 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) and three releases of 5-year tabulations from the American Community Survey federal Register notice published October 22, 2018.

Select Year
- 2019
- 2018

Click here for full screen map

Villas at Robinett-Site
February 12, 2019

Villas at Robinett 19, L.P.
6300 West Loop South, Suite 670
Bellaire, Texas 77401
Attn: Zach Krochtengel, Agent

Re: Zoning Application - Villas at Robinett, TDHCA No. 19166

Dear Mr. Krochtengel:

The City of Killeen is in receipt of your Zone Change Application to rezone land (the "Property") located near the southeast corner of Robinett Rd. and W. Elms Rd., in Killeen, Bell County, TX. 76549, from "B-3" (Local Business District) to "R-3A" (Multifamily Apartment Residential District) to allow for the development of Villas at Robinett, a proposed apartment community on the Property.

The City of Killeen further acknowledges that it is in receipt of a release whereby the applicant has agreed to hold the City of Killeen and all other parties harmless in the event the appropriate zoning is denied.

Sincerely,

[Signature]
Dr. Ray Shanaa
Executive Director of Planning and Development Services
City of Killeen
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 8/23/2018 at 10:31:18 AM 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 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: Bell 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: Oct 2, 2015—Dec 12, 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>
</tr>
</thead>
<tbody>
<tr>
<td>BRE</td>
<td>Brackett association, 8 to 12 percent slopes</td>
<td>Not prime farmland</td>
<td>8.8</td>
<td>60.2%</td>
</tr>
<tr>
<td>Fs</td>
<td>Frio silty clay, 0 to 1 percent slopes, frequently flooded</td>
<td>Not prime farmland</td>
<td>0.0</td>
<td>0.3%</td>
</tr>
<tr>
<td>LeB</td>
<td>Lewisville silty clay, 1 to 3 percent slopes</td>
<td>All areas are prime farmland</td>
<td>5.7</td>
<td>39.2%</td>
</tr>
<tr>
<td>PrB</td>
<td>Purves silty clay, 1 to 4 percent slopes</td>
<td>Not prime farmland</td>
<td>0.0</td>
<td>0.3%</td>
</tr>
<tr>
<td>SaB</td>
<td>San Saba clay, 1 to 3 percent slopes</td>
<td>All areas are prime farmland</td>
<td>0.0</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td></td>
<td><strong>14.6</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

Description

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

Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower
## Attendance Zone Street Search Results for July Dr

<table>
<thead>
<tr>
<th>Zone</th>
<th>Odd Range</th>
<th>Even Range</th>
<th>Street</th>
<th>City</th>
<th>Zip</th>
<th>Grades PK - 3</th>
<th>Grades 4 - 5</th>
<th>Grades 6 - 6</th>
<th>Grades 9 - 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>350</td>
<td>4201 - 4509</td>
<td>4200 - 4508</td>
<td>July Dr</td>
<td>Killeen</td>
<td>76549</td>
<td>Willow Springs</td>
<td>Willow Springs</td>
<td>Palo Alto</td>
<td>Shoemaker</td>
</tr>
</tbody>
</table>
# Attendance Zone Street Search Results for Oneida Ct

<table>
<thead>
<tr>
<th>Zone</th>
<th>Odd Range</th>
<th>Even Range</th>
<th>Street</th>
<th>City</th>
<th>Zip</th>
<th>Grades PK-3</th>
<th>Grades 4-5</th>
<th>Grades 6-8</th>
<th>Grades 9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td>472</td>
<td>52501 - 52599</td>
<td>52500 - 52598</td>
<td>Oneida Ct</td>
<td>Fort Hood</td>
<td>76544</td>
<td>Oveta Culp</td>
<td>Meadows</td>
<td>Audie Murphy</td>
<td>Killeen</td>
</tr>
<tr>
<td>350</td>
<td>3509 - 3605</td>
<td>3100 - 3806</td>
<td>Ida Dr</td>
<td>Killeen</td>
<td>76549</td>
<td>Willow Springs</td>
<td>Willow Springs</td>
<td>Palo Alto</td>
<td>Shoemaker</td>
</tr>
<tr>
<td>380</td>
<td>4111 - 4409</td>
<td>4110 - 4408</td>
<td>Tidal Wave Dr</td>
<td>Killeen</td>
<td>76549</td>
<td>Iduma</td>
<td>Iduma</td>
<td>Live Oak Ridge</td>
<td>Shoemaker</td>
</tr>
<tr>
<td>152</td>
<td>101 - 199</td>
<td>100 - 198</td>
<td>Doc Holliday Dr</td>
<td>Nolanville</td>
<td>76559</td>
<td>Richard E Cavazos</td>
<td>Richard E Cavazos</td>
<td>Rancier</td>
<td>Killeen</td>
</tr>
</tbody>
</table>
# Texas Education Agency

## 2018 Accountability Ratings Overall Summary

**WILLOW SPRINGS EL (014906120) - KILLEEN ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>74</td>
<td>74</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td>65</td>
<td>65</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>38</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>74</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>74</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td>71</td>
<td>74</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>38</td>
<td>70</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 81.2%)</td>
<td>38</td>
<td>70</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>60</td>
<td>73</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

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

### 2018 Accountability Ratings Overall Summary

**Palo Alto Middle (014906048) - Killeen ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>61</td>
<td>61</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>31</td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td>60</td>
<td>60</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>58</td>
<td>58</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 77.8%)</td>
<td></td>
<td>60</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>14</td>
<td>62</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

- ELA/Reading: Not 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
# Texas Education Agency

## 2018 Accountability Ratings Overall Summary

**ROBERT M SHOEMAKER H S (014906008) - KILLEEN ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td><strong>70</strong></td>
<td><strong>Met Standard</strong></td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td><strong>71</strong></td>
<td><strong>Met Standard</strong></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>37</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>41</td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>95</td>
<td>85</td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td><strong>65</strong></td>
<td><strong>Met Standard</strong></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>54</td>
<td>58</td>
<td><strong>Improvement Required</strong></td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 49.6%)</td>
<td>39</td>
<td>65</td>
<td><strong>Met Standard</strong></td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td>24</td>
<td>67</td>
<td><strong>Met Standard</strong></td>
</tr>
</tbody>
</table>

### Distinction Designations

- ELA/Reading: Not Earned
- Mathematics: Not Earned
- Science: Not Earned
- Social Studies: Not Earned
- Comparative Academic Growth: Not Earned
- Postsecondary Readiness: Not Earned
- Comparative Closing the Gaps: Not Earned
Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan. If yes, skip down to select amenities under Urban or Rural, as applicable.

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

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

**Contiguous Census Tract #** [ ]  **Contiguous Tract Quartile** [ ]

- Development is Urban and Development Site is within the required radius of eligible amenities and/or services, pursuant to §11.9(c)(4)(B)(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.

  - Full service grocery store (1 point)(1 mile)
  - Pharmacy (1 point)(1 mile)
  - Health-related facility (1 point)(3 miles)
  - Census tract with crime rate of ≤26 per 1k persons (1 point)
  - University or community college (1 point)(5 miles)
  - Census tract with ≥27% associate degrees adults ≥25 (point)
  - Indoor recreation facility available to public (1 point)

- 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)(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.

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

**Application is seeking points for Opportunity Index.**

**Total Points Claimed:** 7

If necessary, provide a brief summary of how the Development Site is justifying the points selected:
2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

- **No** Wholly or partially within a Colonia (2 points);  
  (Note: Not eligible if application qualifies for Opportunity Index points)
- **No** Entirely within the boundaries of an Economically Distressed Area (1 point);  
  (Note: Not eligible if application qualifies for Opportunity Index points)
- **No** 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);
- **Yes** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

| Contiguous Census Tract # | 48027023105 | 48027023203 |
| Contiguous Census Tract # | 48027023107 | 48027023202 |
| Contiguous Census Tract # | 48027023103 | 480270232106 |
| Contiguous Census Tract # | 48027023104 |

- **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)]**

| n/a | Development Site is located in a Place with a population over 200,000 and is **not** in the At-Risk Set-Aside.               |
| n/a | Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building. **OR** |
| n/a | Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building. |

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

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

| Region: | Urban |
| Application is claiming points for a Concerted Revitalization Plan ("CRP"). |
| No points were claimed for Opportunity Index. |
| Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet. |
| The CRP Packet has been completed and uploaded along with but separately from the Application. |

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

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

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

**Application is seeking points for Declared Disaster Area.**  
**Total Points Claimed:** 10
6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

**n/a** Application meets all of the following requirements:

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

<table>
<thead>
<tr>
<th>Application is seeking points for Readiness to Proceed.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
Supporting Documentation for the Site Information Form Part II

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

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

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

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

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

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

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

**X** For other items:
- Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the “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
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable

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

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

Declared Disaster Area:

- The county in which the Development Site is located is listed on the 2019 List of Declared Disaster Areas (no further documentation is required).
  The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

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

Readiness to Proceed

- Evidence Development Site is located is in a county declared by FEMA to be a disaster area eligible for individual assistance in the last calendar year (only required if county is not included on the list and Applicant believes it should be).
- Certification for closing
- Acknowledgement(s) of closing date from lenders and syndicator
- Certification for construction contract
- Evidence that appropriate zoning will be in place at award (July 25, 2019).

Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) have been issued for 2019. These designations help identify areas with high poverty rates and limited affordable housing options. The map tool allows users to select a specific tract number (e.g., 48027023108) to view detailed information such as poverty rates, percentage of residents below the poverty line, and other relevant data. The Villas at Robinett Site is marked on the map for reference.
2018 and 2019 Small DDAs & QCTs

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas and three releases of 5-year tabulations from the American Community Survey federal Register notice published October 22, 2018.

Select Year
- 2019
- 2018

Villas at Robinett-Site
### Opportunity Index-Villas at Robinett

**Opportunity Index Data (§11.9(c)(4) of the 2019 Qualified Allocation Plan)**

The median household income data is from table B19013 and the poverty data is from table S1701 of the 2012 - 2016 5-year American Community Survey (ACS). This data corresponds with the Opportunity Index scoring item at §11.9(c)(4) of the 2019 Qualified Allocation Plan (QAP). The QAP can be found at http://www.tdhca.state.tx.us/multifamily/nofas-rules.htm. Please contact jason.burr@tdhca.state.tx.us with any questions.

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Geography</th>
<th>County FIPS</th>
<th>County</th>
<th>Region</th>
<th>Median Household Income</th>
<th>Q3 Income</th>
<th>Q2 Income</th>
<th>Q1 Income</th>
<th>Median Household Income Quartile</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank*</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48027023108</td>
<td>Census Tract 231.08, Bell County, Texas</td>
<td>48027 Bell</td>
<td>8</td>
<td>50084</td>
<td>35804.5</td>
<td>45972</td>
<td>55083.5</td>
<td>2q</td>
<td>16.25</td>
<td>OK</td>
<td>11.4</td>
<td></td>
</tr>
</tbody>
</table>
Community Asset Factors 11.9(c)(4)(B)
Villas at Robinett – (Killeen- Robinett)

½ Mile Park on Accessible Route

½ Mile Public Transportation on Accessible Route

1 Mile Full Service Grocery Store/Pharmacy
Walmart Supercenter
3404 West Stan Schlueter Loop, TX 76549

1 Mile Pharmacy
Walmart Pharmacy
3404 West Stan Schlueter Loop, TX 76549

1 Mile Full Service Grocery Store/Pharmacy
Walmart Supercenter
3404 West Stan Schlueter Loop, TX 76549

1 Mile Park on Accessible Route

½ Mile Public Transportation on Accessible Route

1 Mile Full Service Grocery Store/Pharmacy
Walmart Supercenter
3404 West Stan Schlueter Loop, TX 76549

1 Mile Pharmacy
Walmart Pharmacy
3404 West Stan Schlueter Loop, TX 76549

6 Miles of a Health Related Facility
Metroplex Adventist Hospital
2201 S Clear Creek Rd, Killeen, TX 76549

2 Miles of A Licensed Daycare
N/A

Property Crime Rate of 26/1000 Persons
Applicable (See Attached)

1 Mile of Public Library
N/A

1 Mile Indoor Recreation
Anytime Fitness
2802 W Stan Schlueter Loop #180, Killeen, TX 76549

1 Mile Outdoor Recreation
N/A

1 Mile Community/Civic/Service Organization
Refuge Ministries
3601 Edgefield St, Killeen, TX 76549

Service Area of Meals On Wheels/Non-Profit Service
Area Agency on Aging of Central Texas
P.O. Box 729
Belton, TX 76513

Educational Attainment*
Applicable See Attached

1 Mile Indoor Recreation
Anytime Fitness
2802 W Stan Schlueter Loop #180, Killeen, TX 76549

1 Mile Outdoor Recreation
N/A

1 Mile Community/Civic/Service Organization
Refuge Ministries
3601 Edgefield St, Killeen, TX 76549

Service Area of Meals On Wheels/Non-Profit Service
Area Agency on Aging of Central Texas
P.O. Box 729
Belton, TX 76513

5 Miles of University/Community College
Texas A&M University-Central Texas
5901, 1001 Leadership Pl, Killeen, TX 76549
Three Mile Amenities

- MetroPlex Hospital
- Villas at Robinett Site
- 3 Mile Radius
Grocery/Pharmacy

Killeen Supercenter

3404 West Stan Schlueter Loop, TX 76549
Open 24 hours
Mon - Sun | Open 24 Hours

Services at This Store

- Auto Care Center
  Open until 8 pm

- Pharmacy
  Open until 9 pm
  254-669-6669

- Photo Center
  Open until 9 pm
  254-669-6671

- Pickup
  Open until 8 pm
Care & Services

Metroplex Health System and its over 1,200 employees, physicians and volunteers operate at:

- Metroplex Adventist Hospital in Killeen
- Rollins Brook Community Hospital in Lampasas
- Metroplex Behavioral Health Center in Killeen
- Home Care of Metroplex, serving Central Texas
- Metroplex Rehabilitation Center in Killeen
- Metroplex Open MRI in Killeen
- Metroplex Sleep Center, next to Metroplex Adventist Hospital
- Metroplex Ambulatory Surgery Center at Metroplex Adventist Hospital
- Sue Mayborn Women's Center at Metroplex Adventist Hospital
- Center for Wound Care & Hyperbaric Medicine
Education & Events

Part of our mission at Metroplex Health System is to promote healthy lifestyles for everyone.

We promote healthy living principles as an extension of Christ's healing by developing resources that provide members of the community and hospital staff information, skills and programs designed to assist in living a balanced life.

View the Calendar for Upcoming Classes & Events

Contact Us
Marketing/Wellness Department
Metroplex Health System
254-519-8200
wellness@ahss.org
THE 3803 IDA DR NEIGHBORHOOD CRIME

67 Vital Statistics. 1 Condition Alert found.

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

<table>
<thead>
<tr>
<th>Number of Crimes</th>
<th>Crime Rate (per 1,000 residents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>5.34</td>
</tr>
</tbody>
</table>

Safer than 52% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

<table>
<thead>
<tr>
<th>Number of Crimes</th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>74</td>
<td>257</td>
<td>331</td>
<td></td>
</tr>
</tbody>
</table>

Crime Rate (per 1,000 residents):

<table>
<thead>
<tr>
<th>VIOLENT</th>
<th>PROPERTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.34</td>
<td>18.55</td>
</tr>
</tbody>
</table>

23.89

Safer than 52% of U.S. neighborhoods.

**NEIGHBORHOOD VIOLENT CRIME**

**VIOLENT CRIME INDEX**

<table>
<thead>
<tr>
<th>Number of Crimes</th>
<th>Crime Rate (per 1,000 residents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>5.34</td>
</tr>
</tbody>
</table>

Safer than 26% of U.S. neighborhoods.

**VIOLENT CRIME INDEX BY TYPE**

<table>
<thead>
<tr>
<th>MURDER INDEX</th>
<th>RAPE INDEX</th>
<th>ROBBERY INDEX</th>
<th>ASSAULT INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>13</td>
<td>30</td>
<td>28</td>
</tr>
</tbody>
</table>

100 is safest

**VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)**

<table>
<thead>
<tr>
<th>This Neighborhood</th>
<th>Killeen</th>
<th>Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.34</td>
<td>6.98</td>
<td>4.34</td>
</tr>
</tbody>
</table>

National Median: 4

**MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME**

<table>
<thead>
<tr>
<th>This Neighborhood</th>
<th>Killeen</th>
<th>Texas</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 IN 187</td>
<td>1 IN 143</td>
<td>1 IN 230</td>
</tr>
<tr>
<td>Institution</td>
<td>President</td>
<td>Phone</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>FM 1098 &amp; University Drive</td>
<td>Jason J. Summers</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Prairie View, TX 77445</td>
<td>Interim President</td>
<td></td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt</td>
<td>(866) 254-1111</td>
</tr>
<tr>
<td>Huntsville, TX 77341</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Elbaqar Patillo</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>1336 North Street</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Nacogdoches, TX 75962</td>
<td>William (Bill) Kobler</td>
<td>(432) 837-8011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>East Highway 90</td>
<td>William (Bill) Kobler</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Alpine, TX 79832</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>F. Dominic Dottavio</td>
<td>(254) 968-6000</td>
</tr>
<tr>
<td>Route J, Bex 1200</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Eagle Pass, TX 78052</td>
<td>Pablo Arellano</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>Tarleton State University</td>
<td>Michael K. Young</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>1333 West Washington</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Stephenville, TX 76402</td>
<td>John Sharp</td>
<td>(979) 456-6000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arellano</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>5201 University Boulevard</td>
<td>Chief Operating Officer</td>
<td></td>
</tr>
<tr>
<td>Laredo, TX 78041</td>
<td>Col. Michael E. Fessum</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young</td>
<td>(979) 845-3211</td>
</tr>
<tr>
<td>1265 TAMU</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>College Station, TX 77843-1265</td>
<td>John Sharp</td>
<td>(979) 456-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fessum</td>
<td>(877) 322-4443</td>
</tr>
<tr>
<td>Seawolf Parkway</td>
<td>Chief Operating Officer</td>
<td></td>
</tr>
<tr>
<td>Galveston, TX 77553</td>
<td>John Sharp</td>
<td>(979) 456-6000</td>
</tr>
<tr>
<td>Texas A&amp;M University System</td>
<td>Marc Niglazzzo</td>
<td>(254) 519-6400</td>
</tr>
<tr>
<td>Moore Colonnay Blvd</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>301 Tarlton</td>
<td>John Sharp</td>
<td>(979) 456-6000</td>
</tr>
<tr>
<td>College Station, TX 77840-7095</td>
<td>Marc Niglazzzo</td>
<td>(254) 519-6400</td>
</tr>
<tr>
<td>Texas A&amp;M University Central Texas</td>
<td>Ray M. Keck III</td>
<td>(903) 888-5014</td>
</tr>
<tr>
<td>1001 Leadership Place</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Killeen, TX 75549</td>
<td>Ray M. Keck III</td>
<td>(903) 888-5014</td>
</tr>
<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Kelly M. Quinlanilla</td>
<td>(361) 825-5700</td>
</tr>
<tr>
<td>1700 Hwy 24</td>
<td>President/CEO</td>
<td></td>
</tr>
<tr>
<td>Commerce, TX 76420</td>
<td>Steven H. Tallant</td>
<td>(361) 553-3297</td>
</tr>
<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>6300 Ocean Drive</td>
<td>Cynthia Torres-Matson</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>Corpus Christi, TX 78412</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Texas A&amp;M University-Kingsville</td>
<td>Cynthia Torres-Matson</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>700 University Boulevard</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Kingsville, TX 78363</td>
<td>Cynthia Torres-Matson</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>One University Way</td>
<td>Cynthia Torres-Matson</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>San Antonio, TX 78224</td>
<td>Amanda M. Quinlanilla</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>Texas A&amp;M University-Texas</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>700 University Way</td>
<td>Amanda M. Quinlanilla</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>San Antonio, TX 78224</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Amanda M. Quinlanilla</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>700 University Way</td>
<td>Amanda M. Quinlanilla</td>
<td>(210) 932-6299</td>
</tr>
<tr>
<td>San Antonio, TX 78224</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Amanda M. Quinlanilla</td>
<td>(210) 932-6299</td>
</tr>
</tbody>
</table>
## Public Universities

**Download the Excel Version**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May President</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans President</td>
<td>(409) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shipley President</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons Interim President</td>
<td>(935) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dana G. Hoyt President</td>
<td>(866) 294-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Baker Pattillo President</td>
<td>(936) 468-2011</td>
</tr>
<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kibler President</td>
<td>(432) 837-8011</td>
</tr>
<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Kibler President</td>
<td>(830) 278-3339</td>
</tr>
<tr>
<td>Tarleton State University</td>
<td>F. Dominic Dottavio President</td>
<td>(254) 968-9000</td>
</tr>
<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arenaz President</td>
<td>(956) 326-2001</td>
</tr>
<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young President</td>
<td>(979) 845-3211</td>
</tr>
</tbody>
</table>
Undergraduate Degree Programs

Take the Next Step, Complete Your Bachelor's Degree with Us

College of Arts & Sciences

- Biology, BS (biology.html) Science and Mathematics
- Criminal Justice, BS (criminal-justice.html) Social Sciences
- English, BA (english.html) Humanities
- History, BA (history.html) Humanities
- Liberal Studies, BS (liberal-studies.html) Humanities
- Mathematics, BS (math.html) Science and Mathematics
- Music, BM (music.html) Humanities
- Nursing, RN to BSN (nursing.html) Nursing
- Political Science, BS (political-science.html) Department of Social Sciences
- Social Work, BSW (social-work.html) Social Work
- Sociology, BS (sociology.html) Social Sciences

College of Business Administration

- Accounting, BBA (accounting.html) Accounting, Finance and Economics
- Aviation Science: Aviation Management, BS (aviation-management.html) Aviation Science
- Aviation Science: Professional Pilot, BS (aviation-pilot.html) Aviation Science
- Business Management, BAAS (business-management.html) Management and Marketing
- Computer Information Systems, BBA (cis-bba.html) Computer Information Systems
- Computer Information Systems, BS (cis-bs.html) Computer Information Systems
- Computer Science, BS (computer-science.html) Computer Information Systems
- Finance, BBA (finance.html) Accounting, Finance and Economics
- Human Resource Management, BBA (hr-management.html) Management and Marketing
- Management, BBA (management.html) Management and Marketing
- Marketing, BBA (marketing.html) Management and Marketing
College of Education

- Interdisciplinary Studies, BS (interdisciplinary-studies.html) Curriculum and Instruction
- Exercise Physiology and Human Performance BS (Exercise Physiology.html) Curriculum and Instruction *
  Beginning Fall 2018 Semester
- Psychology, BS (psychology.html) Counseling and Psychology

Learn More

1. How to Apply (../../undergraduate-admissions/index.html)
2. Tuition and Fees (../../business-office/tuition-fees.html)
3. Request Information (https://texasamcentral.hobsonsradius.com/ssc/iform/zx671wax67020x6702aC673.ssc)
4. View Transfer Guides (transfer-guides.html)
Business Management (business-management.html)
Computer Information Systems (cis-bba.html)
Computer Information Systems (cis-bs.html)
Computer Science (computer-science.html)
Criminal Justice (criminal-justice.html)
English (english.html)
Finance (finance.html)
History (history.html)
Human Resource Management (hr-management.html)
Interdisciplinary Studies (interdisciplinary-studies.html)
Liberal Studies (liberal-studies.html)
Management (management.html)
Marketing (marketing.html)
Mathematics (math.html)
Nursing (nursing.html)
Political Science (political-science.html)
Social Work (social-work.html)
Sociology (sociology.html)
General Transfer Guides (transfer-guides.html)
Warrior Corps (warrior-corps.html)
Exercise Physiology and Human Performance (Exercise Physiology.html)
Bachelor of Music (music.html)
Psychology (psychology.html)
Degrees

Undergraduate Degree Programs
Take the Next Step, Complete Your Bachelor's Degree with Us!
LEARN MORE

Graduate Degree Programs
Get a Professional Advantage with a Master's Degree, Specialist Degree, or Certification Program at TAMUCT.
LEARN MORE

Online Degree Programs
Busy schedule and need more flexibility? Choose a Bachelor's or Master's degree program offered 100% online!
LEARN MORE
Admissions

Undergraduate Admissions
Transfer Today to Complete Your Bachelor’s Degree
- Undergraduate Degree Programs
- Warrior Corps Transfer Program

Graduate Studies
Prepare to Lead in Your Field
- Graduate Degree Programs

Admissions Resources
More information to help you start your next chapter at A&M University-Central Texas
- Academic Calendar
- Catalog
- Course Schedule
- Financial Aid
- Online Programs
- Registrar’s Office
- Veteran’s Affairs
**Educational Attainment Data ($11.9(c)(5) of the 2019 Qualified Allocation Plan)**

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

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate Total</th>
<th>Associates Degree or Higher</th>
<th>Rate of Assoc degree or higher by Census tract</th>
</tr>
</thead>
<tbody>
<tr>
<td>48027023108</td>
<td>Census Tract 231.08, Bell County, Texas</td>
<td>7589</td>
<td>2115</td>
<td>27.87%</td>
</tr>
</tbody>
</table>
Indoor Rec.
Coaching & Training Services

Whether you’re new to working out or a fitness pro, we are here to provide a variety of training options, guidance, and support to help you stay on track and reach your goals. See a staff member for schedule and pricing details.

FITNESS CONSULTATION
Through a short survey, conversation and a movement assessment, our team will prescribe the perfect program to get you started and on track to meet your fitness goals.
LEARN MORE

GROUP TRAINING
Full-body workouts designed to build strength and endurance, using the energy of the group and the expertise of the certified personal trainer to maximize your results.
LEARN MORE

PERSONAL TRAINING
Personalized workouts with a certified personal trainer designed to make you stronger from the inside out.
LEARN MORE
Memberships starting at $30 per month

Rates subject to change according to location of the club and current promotions/offers.

Whether you're new to working out or a fitness regular, we've got the right staff, state-of-the-art equipment and services to meet your needs. Stop in today and we'll build a customized membership that is right for you.

7 DAY FREE TRIAL  MEMBERSHIP INQUIRY  CONTACT US →

Club Staff
Gym Amenities

- 24-HOUR ACCESS
- 24-HOUR SECURITY
- CONVENIENT PARKING
- WORLDWIDE CLUB ACCESS
- PRIVATE RESTROOMS
- PRIVATE SHOWERS
- HDTVS
- HEALTH PLAN DISCOUNTS
- FREE CLASSES

Cardio

- TREADMILLS
- ELLIPTICAL CROSS-TRAINERS
- STAIR CLIMBERS
- SPIN BIKES
- CARDIO TVS
- EXERCISE CYCLES
- ROWING MACHINES

Strength/Free Weights

- FREE WEIGHTS
- SQUAT RACKS
- PLATE LOADED
- CIRCUIT/SELECTORIZED
- DUMBBELLS
- BARBELLS

Functional Training

- BATTLE ROPES
- KETTLEBELLS
- BOSU
- DUMBBELLS
- JUMP ROPE
- MEDICINE BALLS
- MULTI-FUNCTIONAL RACK
- PLYOMETRIC BOXES
- RESISTANCE BANDS

Training and Coaching Services
Local Offers & Announcements

Lifetime Offer Don’t Miss Out
$0 Enrollment Fee

Coaching & Training Services

Whether you're new to working out or a fitness pro, we are here to provide a variety of training options, guidance, and support to help you stay on track and reach your goals. See a staff member for schedule and pricing details.
HILLSIDE PARK CAMPUS (KILLEEN)

Welcome to Refuge Ministries Killeen Park Campus!

We are a congregation of Christ followers who are eager to learn and apply the Word of God to our lives.

We know that we are not perfect but that we do serve a perfect God! Come and learn with us how to rely on God in our lives and serve Him in a most pleasing manner, as this our goal.

We strive to achieve this in many ways. We are a growing ministry with conservative teachings and preaching that line up with God's Word.

We are ethnically diverse and sensitive to your spiritual needs whether you consider yourself to be a new Christian or a mature one, there is a place for you.

Pastor Angel Valencia has been the pastor here for 11 years and is a retired soldier with over 20 years of service. He understands the challenges and needs of military families as well as civilian families. He has been married for over 40 years to Eleanor and they are certified “Marriage On The Rock” Instructors and much more!
The food bank of Mission Casa Campus provides emergency food assistance to those who reside in Low Income Housing areas, and in the Sunset-Casa area in the City of Copperas Cove. The food bank is open on the fourth Saturday of each month from 11am to 3pm. In addition to the monthly food bank, the Mission hosts an annual event that provides shoes for students in need each year in August before school starts.
“Give, and it will be given to you. A good measure, pressed down, shaken together and running over, will be poured into your lap. For with the measure you use, it will be measured to you.” Luke 6:38

MOMentum
3rd Thursday of the Month @ 6:30pm - Cove Campus

MOTHER’S DAY OUT
FALL 2018
KILLEEN LOCATION: MON & WED STARTING 8-27-18
COVE LOCATION: TUE & THUR STARTING 8-16-18
$15/DAY + $25 SUPPLY FEE
AGES 18MO-5YRS
RESERVE YOUR PLACE NOW (254)547-3349
www.Refuge-Ministries.com

Event Request Form
Sunday:

Sunday small groups 9:30am
Contemporary Service 10:45
Womens Study group 6:00pm
Men’s Chop’n Block group 6:00pm

Wednesday:

Students (teens) 7:00pm
Children 6:30pm

**All classes/groups are subject to change as needs change

---

**GET CONNECTED—**
**SIGN UP FOR REMIND**
Hillside Park Campus News & Events Text @hparknews to 81010
Hillside Park Campus Prayer Requests Text @hpprayr to 81010

3601 Edgefield
Killeen, TX 76549
FIND A MEALS ON WHEELS PROVIDER NEAR YOU

Meals on Wheels operates in virtually every community in America through our network of more than 5,000 independently-run local programs. While the diversity of each program’s services and operations may vary based on the needs and resources of their communities, they are all committed to supporting their senior neighbors to live healthier and more nourished lives in their own homes.

Use the search below to find the program closest to you or a loved one and give them a call. They can help guide you and get you started.

FIND YOUR LOCAL PROGRAM

OR SEARCH BY CITY & STATE

Belton Area Citizens for Seniors
842 Mitchell Street
Serving individuals 60 years of age and older and their families residing in Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba counties.
The Area Agency on Aging of Central Texas (AAACT), under the federal Older Americans Act, is administratively responsible for the development of a comprehensive and coordinated system of services for individuals 60 years of age and older.

Older person, including their family caregivers, face a complicated array of choices and decisions about income security, public entitlements/benefits, health care, long term care insurance, advance planning, institutional care and housing options. Continual changes in public programs and fragmentation among health and human service agencies can further add confusion and frustration to the consumer.

To support the ability for consumers to make informed choices and decisions, the AACT provides specialized services called Access and Assistance.
Daniela Medinta

From: Kerry Fillip <kerry.fillip@ctcog.org>
Sent: Monday, January 7, 2019 8:59 AM
To: Daniela Medina
Subject: response regarding our Meals on Wheels program
Attachments: HCCAA Nutrition Svcs Contract FY 2019 - DRAFT.docx; CTCOG Regional Map.pptx

Follow Up Flag: Follow up
Flag Status: Flagged

Daniela,

In response to your request for maps and other documentation regarding our Meals on Wheels Program, we contract with Hill Country Community Action Association to provide both our Congregate Meals and our Home-Delivered Meals Programs. As such, they do provide all of our services in Bell County along with our other six counties.

I have attached a copy of the current contract which is being negotiated. You will note that Section II. a. Consideration describes the service area as encompassing Bell County. I have also attached a copy of our regional map.

Will this suffice?

Kerry Fillip
Director
Area Agency on Aging of Central Texas and
The Central Texas Aging, Disability & Veterans Resource Center
PO Box 729
2180 North Main Street
Belton, Texas 76513
254.770.2344 or 855.937.2372
www.centraltexasadvrc.org
Like us on Facebook
Follow us on Twitter

This email, including attachments, may include confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. If the reader of this email is not the intended recipient or his/her authorized agent, the reader is hereby notified that any dissemination, distribution or copying of this email is prohibited. If you have received this email in error, please notify the sender by replying to this message and delete this email immediately.
This Vendor Agreement is entered into by and between The Central Texas Council of Governments (CTCOG) and Hill Country Community Action Association (vendor).

I. STATEMENT OF PURPOSE:

The purpose of this Vendor Agreement is to allow CTCOG and the vendor to provide services in accordance with:

- The Older Americans Act of 1965 (OAA), as amended,
- The regulations of the Texas Health and Human Services Commission (HHSC),
- The CTCOG Direct Purchase of Services Program, and
- The stated Scope of Work (Attachment A).

II. CONSIDERATION:

a. CTCOG is a Regional Planning Commission designated by the Office of the Governor of the State of Texas under provisions of Article 1011mm, V.A.C.S., with jurisdictional lines encompassing the counties of Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba.

b. The Area Agency on Aging of Central Texas (AAACT), a program of CTCOG, seeks to concentrate available resources, identify local needs, determine regional priorities and develop strategies to formulate a comprehensive, coordinated system of services for those persons 60 years of age or older.

c. Hill Country Community Action Association has agreed to provide the services listed in Appendix A, Scope of Services.

III. PAYMENT FOR GOODS AND SERVICES:

a. CTCOG shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the vendor. Payment under a CTCOG Contract shall not foreclose the right to recover wrongful payments.
b. Payments must be made in accordance with laws and procedures applicable to CTCOG.

c. CTCOG agrees to pay the rates and/or prices set forth in this agreement.

d. All purchases executed under a CTCOG Contract will require a vendor purchase order.

**IV. TERM OF CONTRACT:**

This Vendor Agreement shall begin when fully executed by both parties and will continue until the last day of the 2019 Fiscal Year which is September 30, 2019. Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. CTCOG shall pay for all services received through the effective date of termination or as long as funding is available whichever comes first.

**V. CERTIFYING FUNCTION:**

The Central Texas Council of Governments acting as the owner of the CTCOG contracts hereby certifies the eligibility of the AAACT to use CTCOG contracts.

**VI. NOTIFICATION**

All notices under this Vendor Agreement shall be sent to each party at the respective addresses indicated below:

- Central Texas Council of Governments  
  PO Box 729  
  Belton TX 76513

- Hill Country Community Action Association  
  2905 West Wallace Street  
  San Saba TX 76877

**VII. AUTHORIZED SIGNATORIES**

<table>
<thead>
<tr>
<th>Central Texas Council of Governments</th>
<th>Hill Country Community Action Association</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Reed, AICP</td>
<td>Tama Shaw</td>
</tr>
<tr>
<td>Executive Director</td>
<td>Chief Executive Officer</td>
</tr>
<tr>
<td>Central Texas Council of Governments</td>
<td>Hill Country Community Action Association</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Date</th>
</tr>
</thead>
</table>

Vendor Agreement  
ATTACHMENT A
SCOPE OF SERVICES

A. Hill Country Community Action Association agrees to provide the following services as identified below to program participants authorized by the Area Agency on Aging of Central Texas (AAACT) staff, in accordance with all required assurances, licenses, certifications and rate-setting documents, as applicable:

SERVICE: Congregate Meals

SERVICE DEFINITION: A hot or other appropriate meal served to an eligible older individual which meets 33 and 1/3 percent (33 1/3%) of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

1. Standard meal - A regular meal from the standard menu that is served to the majority or all the participants.

2. Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As these items are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a direct result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (CNE). The circumstance would dictate the follow-up.

UNIT DEFINITION: One (1) meal.
SERVICE: Home-Delivered Meals

SERVICE DEFINITION: Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33 and 1/3 percent (33 1/3%) of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

1. Standard meal - A regular meal from the standard menu that is served to the majority or all the participants.

2. Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As these items are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a direct result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

UNIT DEFINITION: One (1) meal.

SERVICE: Participant Assessment – Nutrition Services

SERVICE DEFINITION: Activities directly related to the initial assessment and required re-assessment of program participants for congregate and home-delivered meals.

UNIT DEFINITION: One (1) contact. One (1) complete assessment or one (1) complete re-assessment is one (1) contact.
TARGETING: AACT services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

<table>
<thead>
<tr>
<th></th>
<th># Congregate Meals</th>
<th>Available AACT $</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title III/NSIP</td>
<td>49,565</td>
<td>$319,201*</td>
<td>$6.44</td>
</tr>
<tr>
<td>Other HCCAA Funding Sources</td>
<td>10,057</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Meals</strong></td>
<td><strong>59,622</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*includes expected Carry Over Funds of $57,703.00 from FY 2018 to be available in June 2019.

Hill Country Community Action Association will not exceed the request for payment of $319,201.00 during the performance period of this contract for Congregate Meal Service.

<table>
<thead>
<tr>
<th></th>
<th># Home-Delivered Meals</th>
<th>Available AACT $</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title III/NSIP</td>
<td>94,327</td>
<td>$466,851*</td>
<td>$4.95</td>
</tr>
<tr>
<td>Other Funding Sources</td>
<td>3,972</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Program Income Units</td>
<td>3,260</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Total Meals</strong></td>
<td><strong>101,599</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*includes expected Carry Over Funds of $116,533.00 from FY 2018 to be available in June 2019.

Hill Country Community Action Association will not exceed the request for payment of $466,851.00 during the performance period of this contract for Home-Delivered Meal Service.

<table>
<thead>
<tr>
<th></th>
<th>Participant Assessment Units</th>
<th>Available AACT $</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>363</td>
<td>$5,616.00</td>
<td>$15.47</td>
</tr>
</tbody>
</table>

Hill Country Community Action Association will not exceed the request for payment of $5,616.00 during the performance period of this contract for Participant Assessment Service.
TERMS OF AGREEMENT

A. Hill Country Community Action Association agrees to:

1. Provide services in accordance with current or revised HHSC policies and standards and the OAA.

2. Submit billings with appropriate documentation as required by the AAAC by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided.
   a. If the fifth (5th) day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
   b. The AAAC cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
   c. No reimbursement for services provided will be made if Contractor payment invoices are not submitted to the AAAC within 45 days of service delivery.

3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on vendor’s financial reports. Client contributions (program income) will be reported fully, as required, to the AAAC. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.

4. Notify the AAAC Director within ten (10) days if, for any reason, the vendor becomes unable to provide the service.

5. Maintain communication and correspondence concerning program participants’ status.

6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAAC or any federal or state authorized representative’s right of access to program participant case records or other information relating to program participants served under this agreement.

7. Retain financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAAC. The
records and documents will be retained for a minimum of five (5) years after close of Contractor’s fiscal year.

8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAACT staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).

9. The agreement may be terminated for cause or without cause upon the giving of ninety (90) days advance written notice.

10. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.

11. Vendor is an independent provider, NOT an agent of the AAACT. Thus, to the extent allowed by law, the vendor indemnifies, saves and holds harmless the Central Texas Council of Governments/Area Agency on Aging of Central Texas against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAACT if the vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAACT.

12. Employees of the vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

B. Through the Direct Purchase of Services program, the AAACT agrees to:

1. Review program participant intake and assessment forms completed by the vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.

2. Provide timely written notification to vendor of program participant’s eligibility and authorization to receive services.

3. Maintain communication and correspondence concerning the program participants’ status.

4. Provide timely technical assistance to vendor as requested and as available.

5. Conduct quality assurance procedures, which may include on-site visits, to ensure quality services
are being provided and, if applicable, CMS exclusion reviews are conducted.

6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.

7. Contingent upon the AACT’s receipt of funds authorized for this purpose from HHSC, reimburse the vendor based on the agreed reimbursement methodology, approved rates, services authorized, and in accordance with subsection (A)(2) of this document, within twenty-one (21) days of the AACT’s receipt of vendor’s invoice.
Hi Daniela,

We service the entire Bell County area for Meals on Wheels. I don’t really have any maps that show the coverage area for the County. Please let me know if you have any other questions.

Thanks,
Kimbra

---

From: Elizabeth Murray [mailto:emurray@hccaa.com]
Sent: Monday, January 07, 2019 8:21 AM
To: Kimbra Hobbs
Subject: FW: Service Bell County Map/Service Area

Kimbra,

Can you provide this person with information that they are requesting?

Thanks,

Elizabeth Murray
Executive Assistant, HCCAA
P. O. Box 846
San Saba, TX 76877
325/372-5167, ext. 235
emurray@hccaa.com

This message is intended for the use of the addressee only and may contain information that is privileged and confidential. If you are not the intended recipient of this message, please be notified that any dissemination or use of this message is strictly prohibited. If you have received this message in error, please delete all copies of the message and its attachments and notify the sender immediately. Thank you, HCCAA, Inc.

---

From: Daniela Medina [mailto:daniela@marqueconsultants.com]
Sent: Sunday, January 06, 2019 11:16 AM
To: hccaainc@hccaa.com
Subject: Service Bell County Map/Service Area
Underserved Area – Villas at Robinett

Census Tract 48027023108 (Villas at Robinett Site)

  Contiguous Census Tract 48027023105
  Contiguous Census Tract 48027023107
  Contiguous Census Tract 48027023103
  Contiguous Census Tract 48027023104
  Contiguous Census Tract 48027023203
  Contiguous Census Tract 48027023202
  Contiguous Census Tract 48027023106
2018 and 2019 Small DDAs & QCTs

The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas and three releases of 5-year tabulations from the American Community Survey federal Register notice published October 22, 2018.

Map Options
13 Current Zoom Level
- Show Difficult Development Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 4+)
- Show LIHTC Projects (Zoom 11+)

Click here for full screen map

Select Year
- 2019
- 2018

Villas at Robinett-Site
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are based on three releases of 5-year tabulations from the American Community Survey (ACS). The data includes detailed information on census tracts, including demographic and housing characteristics. The site also provides tools to visualize and analyze the data on a map. Select the year 2018 or 2019 for the data you wish to view.
<table>
<thead>
<tr>
<th>Place Name</th>
<th>Place popul.</th>
<th>All Place U</th>
<th>All Unit Pe</th>
<th>All Units Pla</th>
<th>Place &gt;</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin</td>
<td>3422</td>
<td>84</td>
<td>0.02454705</td>
<td>2.563809418</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karnes City</td>
<td>3278</td>
<td>100</td>
<td>0.03050641</td>
<td>3.185984277</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Katy</td>
<td>15632</td>
<td>84</td>
<td>0.00505051</td>
<td>0.527457397</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kaufman</td>
<td>6019</td>
<td>116</td>
<td>0.01676548</td>
<td>1.75023875</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>K-Bar Ranch</td>
<td>600</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keane</td>
<td>6147</td>
<td>92</td>
<td>0.01496665</td>
<td>1.563055551</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keller</td>
<td>44250</td>
<td>250</td>
<td>0.00564972</td>
<td>0.590037088</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kemah</td>
<td>2098</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kemp</td>
<td>1449</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kempner</td>
<td>1105</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kendleton</td>
<td>307</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kennedy</td>
<td>3899</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kenfick</td>
<td>500</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kennard</td>
<td>285</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kennedale</td>
<td>7413</td>
<td>123</td>
<td>0.01659247</td>
<td>1.732860845</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kerens</td>
<td>1629</td>
<td>32</td>
<td>0.01964395</td>
<td>2.051547003</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kermit</td>
<td>6219</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kerrville</td>
<td>22926</td>
<td>402</td>
<td>0.01753468</td>
<td>1.851261405</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kilgore</td>
<td>14658</td>
<td>208</td>
<td>0.0141902</td>
<td>1.481976084</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Killeen</td>
<td>138745</td>
<td>784</td>
<td>0.00565065</td>
<td>0.5901349</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kingsbury</td>
<td>710</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kingsland</td>
<td>6576</td>
<td>170</td>
<td>0.02585158</td>
<td>2.699850362</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kingsville</td>
<td>28177</td>
<td>476</td>
<td>0.0181859</td>
<td>1.899064245</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kirby</td>
<td>8441</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kirbyville</td>
<td>2505</td>
<td>36</td>
<td>0.01437126</td>
<td>1.500884761</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kirvin</td>
<td>153</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knippa</td>
<td>695</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knollwood</td>
<td>379</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knox City</td>
<td>1087</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kosse</td>
<td>562</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kountze</td>
<td>2112</td>
<td>68</td>
<td>0.03219687</td>
<td>3.362540906</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kress</td>
<td>594</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Krugerville</td>
<td>1622</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Krum</td>
<td>4771</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kurtten</td>
<td>334</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kyle</td>
<td>34080</td>
<td>576</td>
<td>0.01103286</td>
<td>1.152234598</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>La Blanca</td>
<td>2170</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>La Carla</td>
<td>267</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>La Casita</td>
<td>0</td>
<td>28</td>
<td></td>
<td></td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td>J</td>
<td>K</td>
</tr>
<tr>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Underserved Contiguous CT 231.05
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W |
| TECIAL | Program Type | Original TECIAL | Year | Board Approval | Development Name | Project Address | Project City | Project County | Zip Code | LEHTC Awarded | Total Units | LEHTC Units | Population Served | Apts | Phone | Census Tract | CMTE_ID | Latitude | Longitude |
| 7D056 | 5x HTC | 1999 | 5045 | 125 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,124 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 412 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,150 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 325 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,176 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 200 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,202 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 100 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,228 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 50 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,254 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 10 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,280 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 1 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,306 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 25 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,332 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 7D056 | 5x HTC | 1999 | 5045 | 50 S. Van Buren St. | Apartment | Phoenix | Phoenix | 85013 | $1,358 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |

We couldn’t find what you were looking for. Click Options for more ways to search.
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X |
| 1 | 2005 | R & C | 1986 | 3810 S Cumming St | Albuquerque | 87120 | 1 | 1 | General | 05817-0052 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 2 | 1986 | R & C | 1986 | 507 South Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 3 | 1986 | R & C | 1986 | 214E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 4 | 1986 | R & C | 1986 | 204E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 5 | 1986 | R & C | 1986 | 206E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 6 | 1986 | R & C | 1986 | 210E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 7 | 1986 | R & C | 1986 | 212E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 8 | 1986 | R & C | 1986 | 214E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 9 | 1986 | R & C | 1986 | 216E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 10 | 1986 | R & C | 1986 | 218E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 11 | 1986 | R & C | 1986 | 220E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 12 | 1986 | R & C | 1986 | 222E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 13 | 1986 | R & C | 1986 | 224E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 14 | 1986 | R & C | 1986 | 226E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 15 | 1986 | R & C | 1986 | 228E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 16 | 1986 | R & C | 1986 | 230E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 17 | 1986 | R & C | 1986 | 232E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 18 | 1986 | R & C | 1986 | 234E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 19 | 1986 | R & C | 1986 | 236E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 20 | 1986 | R & C | 1986 | 238E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 21 | 1986 | R & C | 1986 | 240E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 22 | 1986 | R & C | 1986 | 242E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |
| 23 | 1986 | R & C | 1986 | 244E Virginia St | Albuquerque | 87105 | 1 | 1 | General | 05817-0053 | 587250008 | 8760 | N/M | 228 | 633 | 2160 |

**Underserved Contiguous CT 231.03**
<table>
<thead>
<tr>
<th>TIN/CAE</th>
<th>Program Type</th>
<th>Original TIN/CAE</th>
<th>Year</th>
<th>Board Approved</th>
<th>Development Name</th>
<th>Project Address</th>
<th>Project City</th>
<th>Project County</th>
<th>Zip Code</th>
<th>LINC/ER Approved</th>
<th>Total Units</th>
<th>LINC/ER Units</th>
<th>Population Served</th>
<th>Aged (18+)</th>
<th>Phone #:</th>
<th>Census Tract</th>
<th>CRIS_ID</th>
<th>Latitude</th>
<th>Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>70135</td>
<td>61 HTC</td>
<td>70135</td>
<td>1800</td>
<td></td>
<td>Underserved Contiguous CT</td>
<td>231.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2074</td>
<td>2074</td>
<td>2074</td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
<td>G</td>
<td>H</td>
<td>I</td>
<td>J</td>
<td>K</td>
<td>L</td>
<td>M</td>
<td>N</td>
<td>O</td>
<td>P</td>
<td>Q</td>
<td>R</td>
<td>S</td>
<td>T</td>
</tr>
<tr>
<td>1</td>
<td>TDHCA</td>
<td>Program Type</td>
<td>Original TDHCA</td>
<td>Year</td>
<td>Board Approval</td>
<td>Development Name</td>
<td>Project Address</td>
<td>Project City</td>
<td>Project County</td>
<td>Zip Code</td>
<td>LRTG Amt Awarded</td>
<td>Total Units</td>
<td>LRTG Units</td>
<td>Population Served</td>
<td>Apt. Phone</td>
<td>General Tract</td>
<td>CHRT_ID</td>
<td>Latitude</td>
<td>Longitude</td>
</tr>
<tr>
<td>2</td>
<td>7009</td>
<td>111 HTC</td>
<td>1990</td>
<td>014 S Kennedy</td>
<td>Amari</td>
<td>014 S Kennedy St.</td>
<td>Amari</td>
<td>Porter</td>
<td>75006</td>
<td>$7,125</td>
<td>1</td>
<td>1</td>
<td>General</td>
<td>(214) 379-5040</td>
<td>774</td>
<td>N93 12 4900</td>
<td>W91 15 0121</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>7009</td>
<td>111 HTC</td>
<td>1990</td>
<td>027 S Majestic</td>
<td>Amari</td>
<td>027 S Majestic St.</td>
<td>Amari</td>
<td>Porter</td>
<td>75006</td>
<td>$7,125</td>
<td>1</td>
<td>1</td>
<td>General</td>
<td>(214) 379-5040</td>
<td>774</td>
<td>N93 12 4900</td>
<td>W91 15 0121</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>7009</td>
<td>111 HTC</td>
<td>1990</td>
<td>3213 Mansfield</td>
<td>Timperon</td>
<td>3213 Mansfield Ave.</td>
<td>Timperon</td>
<td>Shreveport</td>
<td>71104</td>
<td>$13,936</td>
<td>28</td>
<td>29</td>
<td>Elderly</td>
<td>(318) 499-5270</td>
<td>876</td>
<td>N31 46 1510</td>
<td>W89 23 3170</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>7009</td>
<td>111 HTC</td>
<td>1990</td>
<td>5042 Cherry Street</td>
<td>Murphy Springs</td>
<td>5042 Cherry St.</td>
<td>Murphy Springs</td>
<td>Carver</td>
<td>71104</td>
<td>$4,100</td>
<td>32</td>
<td>32</td>
<td>Elderly</td>
<td>(318) 459-5270</td>
<td>876</td>
<td>N31 46 1510</td>
<td>W89 23 3170</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>2124 East 10th St.</td>
<td>Colorado City</td>
<td>2124 East 10th St.</td>
<td>Colorado City</td>
<td>Colorado City</td>
<td>79702</td>
<td>$22,510</td>
<td>24</td>
<td>24</td>
<td>Elderly</td>
<td>(956) 322-2647</td>
<td>775</td>
<td>N29 32 4170</td>
<td>W98 18 5811</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3015 Highway 514</td>
<td>Fredericksburg</td>
<td>3015 Highway 514</td>
<td>Fredericksburg</td>
<td>Gillespie</td>
<td>78624</td>
<td>$43,150</td>
<td>40</td>
<td>40</td>
<td>Elderly</td>
<td>(512) 367-0086</td>
<td>876</td>
<td>N29 32 4170</td>
<td>W98 18 5811</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>105 Taylor Street</td>
<td>Socorro</td>
<td>Socorro Station</td>
<td>Socorro</td>
<td>Socorro</td>
<td>79801</td>
<td>$13,130</td>
<td>32</td>
<td>32</td>
<td>Elderly</td>
<td>(915) 937-0820</td>
<td>890</td>
<td>N31 33 3210</td>
<td>W106 08 2925</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>2305 Socorro</td>
<td>Socorro</td>
<td>Socorro</td>
<td>Socorro</td>
<td>Socorro</td>
<td>79801</td>
<td>$13,130</td>
<td>32</td>
<td>32</td>
<td>Elderly</td>
<td>(915) 937-0820</td>
<td>890</td>
<td>N31 33 3210</td>
<td>W106 08 2925</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>1043 Sherwood Rd.</td>
<td>Corpus Christi</td>
<td>1043 Sherwood Rd.</td>
<td>Corpus Christi</td>
<td>Corpus Christi</td>
<td>78412</td>
<td>$43,130</td>
<td>24</td>
<td>24</td>
<td>Elderly</td>
<td>(361) 397-1065</td>
<td>816</td>
<td>N31 33 3210</td>
<td>W106 08 2925</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>630 N Spring Street</td>
<td>Blackwell</td>
<td>630 N Spring Street</td>
<td>Blackwell</td>
<td>Killeen</td>
<td>76541</td>
<td>$43,130</td>
<td>32</td>
<td>32</td>
<td>Elderly</td>
<td>(512) 304-7395</td>
<td>832</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>301 DeKalb Drive</td>
<td>Hotel</td>
<td>301 DeKalb Drive</td>
<td>Hotel</td>
<td>Taylor</td>
<td>76575</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(512) 953-2940</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3019 Winchester Apartments</td>
<td>LBJ</td>
<td>3019 Winchester St.</td>
<td>LBJ</td>
<td>Cedar Park</td>
<td>78613</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(512) 953-2940</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>Dallas</td>
<td>75234</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(214) 363-3922</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>Dallas</td>
<td>75234</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(214) 363-3922</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>Dallas</td>
<td>75234</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(214) 363-3922</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>Dallas</td>
<td>75234</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(214) 363-3922</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>Dallas</td>
<td>75234</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(214) 363-3922</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>Dallas</td>
<td>75234</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(214) 363-3922</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>7010</td>
<td>111 HTC</td>
<td>1990</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>3010 N Juniper St.</td>
<td>Hamilton</td>
<td>Dallas</td>
<td>75234</td>
<td>$12,930</td>
<td>800</td>
<td>800</td>
<td>Elderly</td>
<td>(214) 363-3922</td>
<td>830</td>
<td>N30 42 8510</td>
<td>W97 28 3330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDO CAS</td>
<td>Type</td>
<td>Original TDO CAS</td>
<td>Year</td>
<td>Board Approval</td>
<td>Development Name</td>
<td>Project Address</td>
<td>Project City</td>
<td>Project County</td>
<td>Zip Code</td>
<td>Project Address Awarded</td>
<td>Total Units</td>
<td>Total Units</td>
<td>Population Served</td>
<td>Apt. Phone</td>
<td>Census Tract</td>
<td>CRDRE No.</td>
<td>Latitude</td>
<td>Longitude</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>------------------</td>
<td>------</td>
<td>----------------</td>
<td>------------------</td>
<td>----------------</td>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td>------------------------</td>
<td>------------</td>
<td>------------</td>
<td>---------------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-----------</td>
<td>----------</td>
<td>-----------</td>
<td></td>
</tr>
<tr>
<td>T43005</td>
<td>T&amp;TTC</td>
<td>E030004</td>
<td>2016</td>
<td>30</td>
<td>Karamba</td>
<td>1001 N. 12th St</td>
<td>Amarillo</td>
<td>Potter</td>
<td>79107</td>
<td>135101</td>
<td>100</td>
<td>100</td>
<td>135101</td>
<td>803-784-7777</td>
<td>2601920084</td>
<td>2601920084</td>
<td>-100.7114</td>
<td>35.0877</td>
<td></td>
</tr>
</tbody>
</table>

| T43006  | T&TTC | E030005         | 2016 | 30            | Los Pinos        | 1234 N. 13th St | Amarillo     | Potter       | 79107    | 135101                 | 100        | 100        | 135101              | 803-784-7777 | 2601920084 | 2601920084 | -100.7114 | 35.0877   |

| T43007  | T&TTC | E030006         | 2016 | 30            | Lemon Tree       | 1456 N. 14th St | Amarillo     | Potter       | 79107    | 135101                 | 100        | 100        | 135101              | 803-784-7777 | 2601920084 | 2601920084 | -100.7114 | 35.0877   |

<p>| T43008  | T&amp;TTC | E030007         | 2016 | 30            | Lakeview         | 1689 N. 15th St | Amarillo     | Potter       | 79107    | 135101                 | 100        | 100        | 135101              | 803-784-7777 | 2601920084 | 2601920084 | -100.7114 | 35.0877   |</p>
<table>
<thead>
<tr>
<th>TOMCAB</th>
<th>Program Type</th>
<th>Original TOMCAB</th>
<th>Year</th>
<th>Board Approved</th>
<th>Development Name</th>
<th>Project Address</th>
<th>Project City</th>
<th>Project County</th>
<th>Zip Code</th>
<th>LEHR Amt Awarded</th>
<th>Total Units</th>
<th>LEHRC Units</th>
<th>Population Served</th>
<th>Appt. Phone #</th>
<th>Census Tract</th>
<th>CHNE ID</th>
<th>Latitude</th>
<th>Longitude</th>
</tr>
</thead>
<tbody>
<tr>
<td>79906</td>
<td>5c HTC</td>
<td>8931 R. E. Romney</td>
<td>2001</td>
<td>5c HTC</td>
<td>3411 South St</td>
<td>Amarillo</td>
<td>Potter</td>
<td>Potter County</td>
<td>79110</td>
<td>$17,394</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>(806)208-8122</td>
<td>8371001000</td>
<td>674</td>
<td>31.974644</td>
<td>-100.546358</td>
</tr>
<tr>
<td>79907</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>2001</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>Amarillo</td>
<td>Potter</td>
<td>Potter County</td>
<td>79110</td>
<td>$17,394</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>(806)208-8122</td>
<td>8371001000</td>
<td>674</td>
<td>31.974644</td>
<td>-100.546358</td>
</tr>
<tr>
<td>79908</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>2001</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>Amarillo</td>
<td>Potter</td>
<td>Potter County</td>
<td>79110</td>
<td>$17,394</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>(806)208-8122</td>
<td>8371001000</td>
<td>674</td>
<td>31.974644</td>
<td>-100.546358</td>
</tr>
<tr>
<td>79909</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>2001</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>Amarillo</td>
<td>Potter</td>
<td>Potter County</td>
<td>79110</td>
<td>$17,394</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>(806)208-8122</td>
<td>8371001000</td>
<td>674</td>
<td>31.974644</td>
<td>-100.546358</td>
</tr>
<tr>
<td>79910</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>2001</td>
<td>5c HTC</td>
<td>1361 E. Market Dr</td>
<td>Amarillo</td>
<td>Potter</td>
<td>Potter County</td>
<td>79110</td>
<td>$17,394</td>
<td>1</td>
<td>1</td>
<td>3</td>
<td>(806)208-8122</td>
<td>8371001000</td>
<td>674</td>
<td>31.974644</td>
<td>-100.546358</td>
</tr>
</tbody>
</table>

...
# 2019 Declared Disaster Areas

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

<table>
<thead>
<tr>
<th>Andrews</th>
<th>Cottle</th>
<th>Haskell</th>
<th>Lubbock</th>
<th>San Patricio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelina</td>
<td>Crosby</td>
<td>Hays</td>
<td>Lynn</td>
<td>San Saba</td>
</tr>
<tr>
<td>Aransas</td>
<td>Dallam</td>
<td>Hemphill</td>
<td>Madison</td>
<td>Scurry</td>
</tr>
<tr>
<td>Archer</td>
<td>Dawson</td>
<td>Henderson</td>
<td>Martin</td>
<td>Shackelford</td>
</tr>
<tr>
<td>Armstrong</td>
<td>DeWitt</td>
<td>Hidalgo</td>
<td>Mason</td>
<td>Sherman</td>
</tr>
<tr>
<td>Atascosa</td>
<td>Deaf Smith</td>
<td>Hill</td>
<td>Matagorda</td>
<td>Somervell</td>
</tr>
<tr>
<td>Austin</td>
<td>Dickens</td>
<td>Hopkins</td>
<td>Maverick</td>
<td>Starr</td>
</tr>
<tr>
<td>Bandera</td>
<td>Dimmit</td>
<td>Hood</td>
<td>McLennan</td>
<td>Stephens</td>
</tr>
<tr>
<td>Bastrop</td>
<td>Donley</td>
<td>Houston</td>
<td>McMullen</td>
<td>Sterling</td>
</tr>
<tr>
<td>Baylor</td>
<td>Duval</td>
<td>Howard</td>
<td>Medina</td>
<td>Stonewall</td>
</tr>
<tr>
<td>Bee</td>
<td>Eastland</td>
<td>Hutchinson</td>
<td>Midland</td>
<td>Sutton</td>
</tr>
<tr>
<td></td>
<td>Edwards</td>
<td>Jackson</td>
<td>Milam</td>
<td>Swisher</td>
</tr>
<tr>
<td></td>
<td>Bell</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bexar</td>
<td>Ellis</td>
<td>Jasper</td>
<td>Mills</td>
<td>Tarrant</td>
</tr>
<tr>
<td>Blanco</td>
<td>Erath</td>
<td>Jefferson</td>
<td>Mitchell</td>
<td>Taylor</td>
</tr>
<tr>
<td>Borden</td>
<td>Falls</td>
<td>Jim Hogg</td>
<td>Montgomery</td>
<td>Terry</td>
</tr>
<tr>
<td>Bosque</td>
<td>Fannin</td>
<td>Jim Wells</td>
<td>Moore</td>
<td>Throckmorton</td>
</tr>
<tr>
<td>Brazoria</td>
<td>Fayette</td>
<td>Johnson</td>
<td>Motley</td>
<td>Travis</td>
</tr>
<tr>
<td>Brazos</td>
<td>Fisher</td>
<td>Jones</td>
<td>Navarro</td>
<td>Trinity</td>
</tr>
<tr>
<td>Briscoe</td>
<td>Floyd</td>
<td>Karnes</td>
<td>Newton</td>
<td>Tyler</td>
</tr>
<tr>
<td>Brooks</td>
<td>Foard</td>
<td>Kendall</td>
<td>Nolan</td>
<td>Uvalde</td>
</tr>
<tr>
<td>Brown</td>
<td>Fort Bend</td>
<td>Kenedy</td>
<td>Nueces</td>
<td>Val Verde</td>
</tr>
<tr>
<td>Burleson</td>
<td>Frio</td>
<td>Kent</td>
<td>Orange</td>
<td>Walker</td>
</tr>
<tr>
<td>Burnet</td>
<td>Gaines</td>
<td>Kerr</td>
<td>Parker</td>
<td>Washington</td>
</tr>
<tr>
<td>Caldwell</td>
<td>Galveston</td>
<td>Kimble</td>
<td>Parmer</td>
<td>Webb</td>
</tr>
<tr>
<td>Calhoun</td>
<td>Garza</td>
<td>King</td>
<td>Polk</td>
<td>Wharton</td>
</tr>
<tr>
<td>Callahan</td>
<td>Gillespie</td>
<td>Kinney</td>
<td>Potter</td>
<td>Wheeler</td>
</tr>
<tr>
<td>Cameron</td>
<td>Glasscock</td>
<td>Kleberg</td>
<td>Rains</td>
<td>Wilbarger</td>
</tr>
<tr>
<td>Carson</td>
<td>Goliad</td>
<td>Knox</td>
<td>Rains</td>
<td>Willacy</td>
</tr>
<tr>
<td>Castro</td>
<td>Gonzales</td>
<td>La Salle</td>
<td>Real</td>
<td>Williamson</td>
</tr>
<tr>
<td>Chambers</td>
<td>Gray</td>
<td>Lampasas</td>
<td>Refugio</td>
<td>Wilson</td>
</tr>
<tr>
<td>Childress</td>
<td>Grimes</td>
<td>Lavaca</td>
<td>Roberts</td>
<td>Winkler</td>
</tr>
<tr>
<td>Cochran</td>
<td>Guadalupe</td>
<td>Lee</td>
<td>Roberts</td>
<td>Yoakum</td>
</tr>
<tr>
<td>Coke</td>
<td>Hall</td>
<td>Leon</td>
<td>Runnels</td>
<td>Young</td>
</tr>
<tr>
<td>Coleman</td>
<td>Hamilton</td>
<td>Liberty</td>
<td>Sabine</td>
<td>Zapata</td>
</tr>
<tr>
<td>Collingsworth</td>
<td>Hansford</td>
<td>Limestone</td>
<td>San Augustine</td>
<td>Zavala</td>
</tr>
<tr>
<td>Colorado</td>
<td>Hardeman</td>
<td>Lipscomb</td>
<td>San Augustine</td>
<td>Zavala</td>
</tr>
<tr>
<td>Comal</td>
<td>Hardin</td>
<td>Live Oak</td>
<td>San Augustine</td>
<td>Zavala</td>
</tr>
<tr>
<td>Comanche</td>
<td>Harris</td>
<td>Llano</td>
<td>San Antonio</td>
<td>Zavala</td>
</tr>
<tr>
<td>Coryell</td>
<td>Hartley</td>
<td>Loving</td>
<td>San Jacinto</td>
<td></td>
</tr>
</tbody>
</table>
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>13.105</td>
<td>13.105</td>
<td>N/A</td>
<td>13.105</td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
<th>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)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reeces Creek Developers, Ltd.</td>
<td>David Barr</td>
<td>PO Box 1183</td>
<td>TX</td>
<td>76540</td>
<td>3/13/2006</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

If "Yes," please explain:

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reeces Creek Developers, Ltd</td>
<td>Not Related to Purchaser</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

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

Expiration of Contract or Option: ___________________ Anticipated Closing Date: ___________________

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

**Shown on Title Commitment**
### Site Information Form Part III

**Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.105</td>
<td>13.105</td>
<td>N/A</td>
<td>15</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:

---

**Site Control [10 TAC §11.204(10)]**

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reeces Creek Developers, Ltd</td>
<td>David Barr</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 1183</td>
<td>Killeen</td>
<td>TX</td>
<td>76540</td>
<td>3/13/2006</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain: [No]

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reeces Creek Developers, Ltd</td>
<td>Not Related to Purchaser</td>
</tr>
</tbody>
</table>

---

Site Control is in the form of:

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

Expiration of Contract or Option: [ ] Anticipated Closing Date: [ ]

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

Shown on Title Commitment
Donna Rickenbacker

From: Paul Titterington <paul@mucaseyarchitects.com>
Sent: Tuesday, May 14, 2019 10:50 AM
To: Donna Rickenbacker
Cc: Jamie Rickenbacker; Mark Mucasey
Subject: FW: Villas at Robinett - ROW

Donna,

I spoke with Ace at Mitchell & Associates to verify r.o.w. width. See below for his description of their method of calculation. The 14'-0" width is correctly shown on the tax credit site plan.

Based on the 14'-0" r.o.w. expansion, the acreage numbers are:
13.105 gross acres minus .477 acres for r.o.w. expansion = 12.628 net acres.

Let me know if you need anything else.

Paul Titterington
Senior Associate
Registered Architect NCARB

Note: My active email address is paul@mucaseyarchitects.com
Please delete undeliverable address variations of my email address from your address book.

Mucasey & Associates Architects
4808 Gibson Street, Suite 200
Houston, Texas 77007
Ph.: 713 521 1233
Fax: 713 520 1904

From: Ace Reneau <areneau@mitchellinc.net>
Sent: Tuesday, May 14, 2019 8:49 AM
To: Paul Titterington <paul@mucaseyarchitects.com>
Subject: Villas at Robinett - ROW

Good morning Paul,

Robinette Road is classified in the Killeen Thoroughfare Plan as a minor arterial with a 110-ft right-of-way (ROW) width. When a property is platted we are required to verify the existing ROW. If the results are deficient of the prescribed width the city will require the owner to dedicate half of the deficiency as a condition of the plat. Our previous survey did not locate all of the monumentation for the west edge of Robinette but with the monuments that were available we believe the ROW to be about 82-ft wide. This is deficient 28-ft from the prescribed width and would require a dedication of approximately 14-ft from each adjoining land owner.

Kind regards,
Ace Reneau
E.I.T. - Engineer
Mitchell & Associates, Inc.
102 North College Street, P.O. Box 1088
Killeen, Texas 76541
Telephone 254.634.5541
Facsimile 254.634.2141
E-mail areneau@mitchellinc.net
Website www.mitchellandassociateskilleen.com

DISCLAIMER: This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify me immediately. It is understood and agreed that Mitchell & Associates, Inc., upon release of any and all electronic files, is no longer responsible for their use or modifications. The user of any and all attached electronic media accepts full responsibility and liability for any consequences arising out of the use of any and all electronic data. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Mitchell & Associates, Inc. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. Mitchell & Associates, Inc. accepts no liability for any damage caused by any virus transmitted by this e-mail.
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

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

- Evidence of an easement, leasehold, or similar documented access; and
- Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
  †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
  * Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments
- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development *(Competitive HTC only)*
- Development is entirely Supportive Housing *(Competitive HTC Only)*
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
  * 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 includes an additional 10% of units at 30% AMI. *(Competitive HTC only)*
- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. *(Competitive HTC only)*
- Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 (H.R. 1892). *(Competitive HTC only)*

If a revised form is submitted, date of submission: [ ]
Support Documentation from Site Information Part III Should be Included Behind this Tab.

Site Control Documentation

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

Ingress/Egress and Easements

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

Increase in Eligible Basis (30% Boost)

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Reeses Creek Developers, Ltd., a Texas limited partnership  
  c/o Bluffview Real Estate  
  Address: PO Box 1183, Killeen, TX 76540  
  Phone: ____________________________ E-mail: ____________________________  
  Fax: __________________ Other: David Barr-david.barr@davidbarrproperties.com

Buyer: DWR Development Group, LLC, or its assignee  
  Address: 6300 W. Loop S., Ste. 670, Bellaire, TX 77401  
  Phone: (713)560-0068 E-mail: donna@dwrdevelopment.com  
  Fax: __________________ Other: Donna Rickenbacker-Donna@Marqueconsultants.com

2. PROPERTY:

A. "Property" means that real property situated in ______ County, Texas at  
   15 +/- acres near the southeast corner of Robinette Rd. and W. Elms Rd., Killeen, TX  
   (address) and that is legally described on the attached Exhibit ______ or as follows:

B. Seller will sell and convey the Property together with:
   (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
   (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
   (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved, an appropriate addendum should be attached.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:
   (1) Cash portion payable by Buyer at closing ____________________________ $ ____________
   (2) Sum of all financing described in Paragraph 4 ____________________________ $ ____________
   (3) Sales price (sum of 3A(1) and 3A(2)) ____________________________ $ ____________

   Total ______ $ ______

(TAR-1802) 4-1-18  Initiated for Identification by Seller ____________  ____________  and Buyer ____________  __________________
Glennon Realty, 1985 Champion Forest Dr., Spring TX 77379  
Dwaine Moore  
Phone: 817-980-8551  Fax: 817-980-8551  
Produced with RP14nt® by RP1Logix 18070 Fifteen Mile Road, Fraser, Michigan 48026  www.rp1logix.com

Page 1 of 14  
Killeen-2019
Commercial Contract - Unimproved Property concerning 1.6 +/- acres near the southeast corner of Robinette Rd. and W. Elms Rd., Killeen, TX

B. Adjustment to Sales Price: (Check (1) or (2) only.)

☐ (1) The sales price will not be adjusted based on a survey.

☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of $1.44 per:

☐ (i) square foot of total area

☒ (ii) acre of total area

☐ (iii) net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☒ (i) public roadways;

☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and

☐ (iii) special flood hazard area

(c) If the sales price is adjusted by more than ___% of the stated sales price, either party may terminate this contract by providing written notice to the other party within ______ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☐ A. Third Party Financing: One or more third party loans in the total amount of $N/A

☐ This contract:

☐ (1) is not contingent upon Buyer obtaining third party financing.

☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $N/A.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of $N/A.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $10,000.00 as earnest money with Chicago Title Insurance Company at 3700 Buffalo Speedway, Ste. 400, Houston, TX 77098 (address) Janet Karr, VP (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $See Addendum A with the title company to be made part of the earnest money on or before:

☐ (i) ______ days after Buyer's right to terminate under Paragraph 7B expires; or

☒ (ii) See Addendum A

Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

(TAR-1802) 4-1-18
Initiated for Identification by Seller and Buyer.
6. TITLE POLICY AND SURVEY:

A. Title Policy:

1. Seller, at Seller’s expense, will furnish Buyer an Owner’s Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
   - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
   - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

2. The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
   - (a) will not be amended or deleted from the title policy.
   - (b) will be amended to read “shortages in areas” at the expense of Buyer.

3. Within 30 days after the effective date, Seller will furnish Buyer an Owner’s Policy of Title Insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer’s address.

B. Survey: Within 45 days after the effective date:

1. Buyer will obtain a survey of the Property at Buyer’s expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors’ standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer N/A (insert amount) of the cost of the survey at closing, if closing occurs.

2. Seller, at Seller’s expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors’ standards for a Category 1A survey under the appropriate condition.

3. Seller will deliver to Buyer and the title company a true and correct copy of Seller’s most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller will deliver an updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party N/A (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer’s Objections to the Commitment and Survey:

1. Within 30 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an “A” or “V” zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer’s objection must be made within the same number of days stated in this paragraph, beginning when the revision or new
document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer’s actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer’s timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any Independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer’s failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer’s right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller’s expense, will complete the following before closing: See Addendum A attached hereto and made a part hereof for all purposes.

B. Feasibility Period: Buyer may terminate this contract for any reason within by 5/2/19 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

X (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ See Addendum A that Seller will retain as Independent consideration for Buyer’s unrestricted right to terminate. Buyer has tendered the Independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The Independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

□ (b) Not later than 3 days after the effective date, Buyer must pay Seller $ N/A as independent consideration for Buyer’s right to terminate by tendering such amount to Seller or Seller’s agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the Independent consideration. The Independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the Independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional days by depositing additional earnest money in the amount of $*** See Addendum A with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer’s expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
(2) Buyer must:
   (a) employ only trained and qualified inspectors and assessors;
   (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
   (c) abide by any reasonable entry rules or requirements of Seller;
   (d) not interfere with existing operations or occupants of the Property; and
   (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:
   (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer:
      (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
      (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
      (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
      (d) copies property tax statements for the Property for the previous 2 calendar years;
      (e) plats of the Property;
      (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
      (g) Copies of any Information in Seller's possession or control regarding the condition or use of the Property.

   (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date:
      (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
      (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
      (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

   This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:
   A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller
Commercial Contract - Unimproved Property concerning 15 +/- acres near the southeast corner of Robinette Rd. and W. Elms Rd., Killeen, TX

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

1. any failure by Seller to comply with Seller's obligations under the leases;
2. any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
3. any advance sums paid by a tenant under any lease;
4. any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
5. any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

<table>
<thead>
<tr>
<th>Principal Broker: DBP, Inc.</th>
<th>Cooperating Broker: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Barr Properties</td>
<td>BLUEVIEW REAL ESTATE, LLC</td>
</tr>
<tr>
<td>Agent: David Barr</td>
<td>William E. Hickman</td>
</tr>
<tr>
<td>Address: 3850 Trimmier</td>
<td>4300 Cherry DR.</td>
</tr>
<tr>
<td>Killeen, TX 76547</td>
<td>Killeen, TX</td>
</tr>
<tr>
<td>Phone &amp; Fax: (254)520-2277</td>
<td>Phone &amp; Fax: 254-599-8707, 254-599-5613</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:david.barr@davidbarrproperties.com">david.barr@davidbarrproperties.com</a></td>
<td>E-mail: <a href="mailto:BLUEVIEWREALSTATE@GMAIL.COM">BLUEVIEWREALSTATE@GMAIL.COM</a></td>
</tr>
<tr>
<td>License No.: 474540</td>
<td>License No.: 23845</td>
</tr>
</tbody>
</table>

Principal Broker: (Check only one box)

[ ] represents Seller only.
[ ] represents Buyer only.
[ ] is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

[ ] (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

[ ] (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of: [ ] Four (4) % of the sales price.

Cooperating Broker a total cash fee of: [ ] Two (2) % of the sales price.

The cash fees will be paid in Bell County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

(TAR-1802) 4-1-18

Initialed for identification by Seller [ ] and Buyer [ ]
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) □ 30 days after the expiration of the feasibility period.
   □ (specific date).
   (2) □ See Addendum A attached hereto for Closing Extension Options

B. If either party fails to close by the closing date, the non-defauling party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller’s expense, a general special warranty deed. The deed must include a vendor’s lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
   (1) without any liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
   (2) without any assumed loans in default; and
   (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller’s expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) an assignment of all leases to or on the Property;
   (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
   (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller’s proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
   (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company;
   (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
   (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
      (a) acknowledges Buyer has received and is responsible for the tenant’s security deposit; and
      (b) specifies the exact dollar amount of the security deposit;
   (4) sign an assumption of all leases then in effect; and
   (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.) See Addendum A attached hereto and made a part hereof for all purposes.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
   (2) release of Seller's loan liability, if applicable;
   (3) tax statements or certificates;
   (4) preparation of the deed;
   (5) one-half of any escrow fee;
   (6) costs to record any documents to cure title objections that Seller must cure; and
   (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
   (1) all loan expenses and fees;
   (2) preparation of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fee;
   (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
   (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
   (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
   (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy, may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the agreed certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 16B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. Seller or Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)

A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

B. Except as otherwise provided in this contract, Seller is not aware of:
   (1) any subsurface: structures, pits, waste, springs, or improvements;
   (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
   (3) any environmental hazards or conditions that materially affect the Property;
   (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
   (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
   (6) any wetlands, as defined by federal or state law or regulation, on the Property;
   (7) any threatened or endangered species or their habitat on the Property;
   (8) any present or past infestation of wood-destroying insects in the Property's improvements;
   (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
   (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

A. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

B. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

- Property Description Exhibit identified in Paragraph 2;
- Commercial Contract Financing Addendum (TAR-1931);
- Commercial Property Condition Statement (TAR-1408);
- Commercial Contract Addendum for Special Provisions (TAR-1940);
- Notice to Purchaser of Real Property In a Water District (MUD);
- Addendum for Coastal Area Property (TAR-1915);
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
- Information About Brokerage Services (TAR-2501);
- Information About Mineral Clauses in Contract Forms (TAR-2509); and
- Addendum A attached hereto and made a part hereof.

E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you
will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property. The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: ____________________________________________________________________________

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on ________________ , the offer will lapse and become null and void.
READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Raeces Creek Developers, Ltd., a Texas limited partnership

c/o Bluffview Real Estate

By: ________________________________
By (signature): ______________________
Printed Name: _______________________
Title: ATTORNEY-ON-FOOT

Buyer: DWR Development Group, LLC, or its assignee

By: ________________________________
By (signature): ______________________
Printed Name: Donna Rickenbacker
Title: Manager

---

(TAR-1802) 4-1-18

Page 13 of 14

Produced with日后Form® by sipLogis 10070 Fifteen Mile Road, Fraser, Michigan 48026 www.sipLogic.com

Killeen-3010
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 8B(1) is effective)

Principal Broker agrees to pay N/A (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- $_______, or
- ________% of the sales price, or
- ________% of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: N/A
Cooperating Broker: N/A

By: ___________________________ By: ___________________________

ATTORNEYS

Sellers' attorney: ___________________________ Buyers' attorney: ___________________________

Address: ___________________________ Address: ___________________________
Phone & Fax: ___________________________ Phone & Fax: ___________________________
E-mail: ___________________________

Sellers' attorney requests copies of documents, notices, and other information:
- the title company sends to Seller.
- Buyer sends to Seller.

Buyers' attorney requests copies of documents, notices, and other information:
- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day __________ 26, 2018 (effective date);
- B. earnest money in the amount of $10,000.00 in the form of __________________ wire
   on __________ 1, 2018.

Title company: Chicago Title Insurance Company
Address: 3700 Buffalo Speedway, Ste. 1100
Houston, TX 77098
Phone & Fax: (713)853-8186

By: Janet Karr, VP
Assigned file number (GF#) 18699740
E-mail: jkarr@ctt.com

(TAR-1802) 4-1-18

Page 14 of 14
SPECIAL PROVISIONS ADDENDUM A TO CONTRACT

The Addendum (this “Addendum”) is attached to and made a part of that certain Commercial Contract-Unimproved Property (the “Contract”) by and between Reeces Creek Developers, Ltd., a Texas limited partnership (the “Seller”) and DWR Development Group or assignee (the “Buyer”) and shall be effective for all purposes as of the Effective Date of the Contract.

1. Notwithstanding anything in Paragraph 2 of the Contract to the contrary, the term “Property” shall mean and include:
   
   (a) All rights, benefits, privileges, easements, and appurtenances belonging or appertaining to the real property including, without limitation, Seller’s rights, title and interest in and to all minerals, utilities and any easement, rights-of-way, rights of ingress and egress or other interest in, on or to any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the real property (the “Access Rights”). Buyer’s obligation under the Contract is expressly contingent upon satisfaction that the Property being conveyed includes Access Rights in the location and dimensions acceptable to the Buyer and all governmental jurisdictions in connection with the development of the Intended Use (as hereinafter defined); and
   
   (b) All Interests of Seller in and to any alleys, strips, or gores of land, if any, adjoining the real property.

2. The parties acknowledge and agree that the legal description set forth in the final approved survey (the “Survey”) obtained in accordance with Paragraph 6(8)(1) of the Contract shall be accepted by the parties as the correct and final description of the Property. If the Seller is in possession or control of a plats and/or surveys of the Property, Seller shall deliver the plats and surveys to the Buyer within 10-days following the Effective Date of the Contract.

3. Intended Use of the Property - Rental Housing Community.

4. Buyer shall have the right during the Feasibility Period described in Paragraph 7(8) of the Contract and any extension of such Feasibility Period described in Paragraph 5 of this Addendum to inspect the Property, to perform all due diligence and to compile all documents and third party reports deemed necessary by Buyer, in its sole discretion, in order to determine if the Property is suitable for Buyer’s Intended Use, including, without limitation, satisfaction of acceptable utilities and Access Rights benefitting the Property and Buyer’s Intended Use. Seller shall permit Buyer and its representatives, upon reasonable advanced notice, to enter onto the Property for purposes of conducting its investigation and inspection of the Property, at Buyer’s sole cost and expense, that shall include, without limitation, completion of any surveying, engineering, geo-technical and environmental assessments. Buyer may terminate the Contract during the Feasibility Period for any reason and receive a refund of the Earnest Money subject to any portion thereof released to the Seller in accordance with the provisions of this Addendum.

5. If, for any reason, Buyer, in its sole discretion, considers the Property to be unsuitable for Buyer’s Intended Use or purposes, or Buyer otherwise disapproves of the Property based on the studies conducted pursuant to the foregoing paragraph or for any other reason, at Buyer’s sole and absolute discretion, Buyer may terminate the Contract by delivering written notice of termination to Seller at any time prior to the expiration of the Feasibility Period, in which event the Contract shall terminate and the

Page 1

Initials: Seller Buyer
parties shall be relieved of any further obligations hereunder. In the event of a termination pursuant to this paragraph, the Earnest Money shall be refunded to Buyer, subject to the following:

(a) If the Contract is terminated on or before 90-days following the Effective Date of the Contract, the Earnest Money set forth in Paragraph 5(A) of the Contract (the "Initial Deposit") shall be returned to Buyer less $500.00 which shall be released by the Title Company directly to Seller as independent consideration for entering into the Contract;

(b) If the Contract is terminated after 90-days following the Effective Date but on or before January 14, 2019, the Initial Deposit shall be returned to Buyer less $2,500.00; and

(c) If the Contract is terminated after January 14, 2019 but on or before May 2, 2019 (the "Initial Feasibility Period"), the Initial Deposit shall be returned to Buyer less $5,000, which shall be released by the Escrow Agent to Seller as independent consideration for entering into the Contract.

In the event that Buyer elects not to terminate the Contract during the Initial Feasibility Period, the Initial Deposit shall be released by the Title Company directly to the Buyer in the amounts and upon the expiration of the dates described in (a)-(c) above and become non-refundable to the Buyer but applicable to the Sales Price at Closing.

6. Buyer shall have the right to extend the Initial Feasibility Period to August 1, 2019 (the "Extended Feasibility Period", collectively with the Initial Feasibility Period the "Feasibility Period"), by delivering written notice to Seller of its intention to extend prior to the expiration of the Initial Feasibility Period, and depositing the additional amount of $10,000 into escrow with the Title Company within three (3) business days thereafter (the "Additional Deposit", collectively with the Initial Deposit, the "Earnest Money"). A portion of the Additional Deposit in the amount of $5,000 shall be released by the Title Company to Seller within three (3) days following its deposit by the Buyer as independent consideration for entering into the Contract.

In the event Buyer elects not to terminate the Contract and proceeds to Closing, the Earnest Money (including any portion thereof released to Seller) shall be applicable to the Sales Price at Closing.

7. The date of Closing described in Paragraph 10(A) of the Contract will occur on or before thirty (30) days following the expiration of the Feasibility Period. The date of the Closing may be extended by Buyer for three (3) consecutive 30-day periods as necessary and for the sole purpose of obtaining site plan and other approvals from the all governmental authorities and finalizing the closing with the debt and equity providers. Buyer's right to extend the date of Closing pursuant to this paragraph is conditioned upon Buyer delivering written notice to Seller of its intention to extend at least 3 business days prior to the expiration of the then date of Closing and depositing with the Title Company the amount of $10,000 for each extension elected by Buyer (the "Closing Extension Fee") which shall be released by the Title Company directly to the Seller. The Closing Extension Fee shall be non-refundable to Buyer, except in the event of a default by Seller pursuant to the Contract, but applicable to the Sales Price at Closing.

8. All Earnest Money deposits and Closing Extension Fees (including any portion thereof released to the Seller) shall be applicable to the Sales Price at Closing.

9. Buyer's obligation to close the sale and purchase of the Property shall be conditioned upon the following items:

Page -2- Initials: Seller Buyer
(a) Buyer obtaining any zoning (if any), site plan and other approvals from the governmental authorities as necessary for the Intended Use of the Property. Seller hereby agrees to fully cooperate with Buyer in granting and signing any application or other documentation deemed necessary in order for Buyer to obtain final development plan, zoning (if any) and any other governmental authority approvals required to develop Buyer's Intended Use of the Property. Buyer shall pay all costs associated with any zoning and site plan approvals in connection with its Intended Use of the Property; and

(b) Buyer receiving all financing in the amount sufficient to develop and construct the Intended Use of the Property.

In the event of a termination as a result of the failure to satisfy any condition set forth in this Paragraph 9 any portion of the Earnest Money and Closing Extension Fee released to Seller as of the date of such termination shall be retained by Seller as independent consideration for entering into the Contract and neither Seller nor Buyer shall have any further liability to the other unless otherwise specified in the Contract.

10. Notwithstanding any provision in the Contract to the contrary, in the event the Contract is terminated pursuant to any right to do so under any provisions of the Contract, the parties shall work to provide the title company any requested documentation or execute any release of funds ("Release") from the title company necessary to release the Earnest Money to the appropriate parties pursuant to the provisions of the Contract. The parties acknowledge and agree that the Title Company shall have the right to disburse funds and close the contract within 10-days following receipt by the parties of the form of Release from the Title Company. The parties agree to indemnify and hold the Title Company harmless for any claims whatsoever in connection with the Contract and disbursement pursuant to the Release in the event any party fails to execute the Release from the Title Company within such 10-day period.

11. The Property is being sold "AS IS", "WHERE IS", AND "WITH ALL FAULTS". As of the date of acceptance of all inspections performed by the Buyer, Seller shall, at Seller's sole cost and expense, keep the Property until Closing in its current condition (subject to normal wear and tear) and shall not permit or commit any liens, waste, impairment, casualty or deterioration thereof or commit, suffer or permit any act upon or use of the Property in violation of any applicable law, order, permit or license of any governmental authority. The failure of the Seller to keep the Property in its current condition shall constitute an event of default under the Contract and Buyer shall have the remedies described in Paragraph 15(C).

12. Notwithstanding any provision in the Contract to the contrary, Seller represents and warrants to Buyer that as of the date of Seller's execution of the Contract and as of the date of Closing:

(a) There are no actions, suits or proceedings pending or, to the actual knowledge of Seller, threatened (i) against the Property that would materially adversely affect the Property, or (ii) against Seller that would preclude the Seller from performing Seller's obligation under the Contract;

(b) Seller has not received any notice regarding condemnation, litigation, administrative or other legal proceedings affecting the Property or any portion thereof, and to the actual knowledge of Seller, no such action or proceedings have been commenced or threatened;

(c) Seller covenants that there are no written or unwritten leases, occupancy agreements or tenants in possession affecting the Property or any portion thereof (collectively, the "Lease"). Seller agrees to indemnify and hold Buyer harmless from any claims or causes of actions arising out of any

Page -3-  

Initials: Seller Buyer
Lease or use of the Property prior to the sale and transfer of the Property to Buyer at Closing in accordance with the Contract; and

(d) Seller is the sole owner of fee simple title to the Property and has full power and authority to execute, deliver and perform the Contract without obtaining any consents or approvals from or the taking of any other actions with respect to, any other individuals or third parties (or if such consent, approvals or other action is required, it will be accomplished prior to Closing).

13. Notwithstanding anything in Paragraph 9 of the Contract to the contrary, Buyer and Seller hereby represent to the other that they have not disclosed the Contract or the subject matter hereof to any real estate broker, agent, or salesman, so as to create any legal right or claim by any such broker, agent, or salesman for a real estate commission or compensation with respect to the negotiation and/or consummation of the Contract or the conveyance of the Property by Seller to Buyer except as set forth in Paragraph 9 of the Contract and this Paragraph 13. Except as set forth in Paragraph 9 of the Contract, Seller and Buyer hereby indemnify each other against, and agree to hold and save each other harmless from, any claims (or expenses related thereto, including expenses for reasonable attorneys' fees incurred in defending any such claims or enforcing this indemnity) for any real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the subject matter of the Contract. This provision of this Paragraph 13 shall survive the Closing or any termination of the Contract.

14. All capitalized terms used herein and not otherwise defined shall have the mean ascribed to such term in the Contract.

15. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall control and prevail.

SELLER:

Reeces Creek Developers, Ltd., a Texas limited partnership

By: __________________________

By: __________________________

Name: __________________________

Title: __________________________

BUYER:

DWR Development Group, LLC, or Its assignee

By: __________________________

Donna W. Rickenbacker, Manager

Page -4- Initials: Seller __________, Buyer ___________
ASSIGNMENT AND ASSUMPTION OF
COMMERCIAL CONTRACT-UNIMPROVED PROPERTY

This Assignment and Assumption of Commercial Contract-Unimproved Property (this “Assignment”) is made and entered into effective as of January 2, 2019 (the “Effective Date”), by and between DWR Development Group, LLC (“Assignor”) and Skyline Development LLC, and its assignee (“Assignee”). The Assignor and Assignee shall individually be referred to as a “Party” and collectively, as the “Parties”.

WHEREAS, Reeces Creek Developers, Ltd., a Texas limited partnership (the “Seller”) have agreed to sell and convey to Assignor as “Buyer” approximately 15+/- acres of land located near the SEC of Robinett Rd. and W. Elms Rd., Killeen, Bell County, Texas 76549, pursuant to the terms of a Commercial Contract-Unimproved Property dated effective as of September 26, 2018 (the “Contract”) reference to which Contract is hereby made for all purposes; and

WHEREAS, the Assignor desires to assign and the Assignee desires to assume all of Assignor’s rights and obligations as Buyer under the Contract pursuant to the terms of this Assignment:

NOW, THEREFORE, for and in consideration of the above premises, Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereby acknowledge and agree as follows:

1. Pursuant to Paragraph 22(E) of the Contract, Assignor does hereby assign, transfer and convey all of its rights, title and interest as Buyer under the Contract including, without limitation, the earnest money deposit being held in connection with the Contract (collectively, the “Contract Rights”) to Assignee. Assignee hereby accepts Assignor’s assignment of the Contract and the Contract Rights and hereby agrees to be bound by the terms of the Contract and to assume all obligations of Assignor, as “Buyer” thereunder.

2. All other terms and provisions of the Contract shall remain in full force and effect as originally executed. In the event there is a conflict between the terms and provisions of this Assignment and the Contract, the terms and provisions of this Assignment shall control.

3. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Contract.

4. This Assignment may be executed and delivered in multiple counterparts and each counterpart so delivered shall be binding as to such Party, and all counterparts together shall constitute one original and the same instrument.

This Assignment has been executed by the Parties hereto and is effective for all purposes as of the Effective Date.

Assignor:

DWR Development Group, LLC

By: [Signature]

Donna Rickenbacker, Manager

Assignee/Buyer:

Skyline Development, LLC

By: [Signature]

James Rickenbacker, Manager
FIRST AMENDMENT TO AND ASSIGNMENT OF COMMERCIAL CONTRACT-UNIMPROVED PROPERTY

This First Amendment to and Assignment of Commercial Contract-Unimproved Property (this "Amendment") is executed to be effective as of February 21, 2019 by Skyline Development LLC ("Assignor"); Villas at Robinett 19 LP ("Assignee") and Reeces Creek Developers, Ltd. (the "Seller"). Assignor, Assignee and Seller are collectively referred to as the "Parties", and each a "Party".

RECITALS:

A. DWR Development Group, LLC ("DWR") and Seller executed that certain Commercial Contract-Unimproved Property dated effective as of September 26, 2018 (the "Contract") in connection with the sale and purchase of a 15+-/- acre tract of land located near the SEC of Robinett Rd. and W. Elms Rd., Killeen, Bell County, Texas 76549.

B. Pursuant to Paragraph 22 E of the Contract, DWR assigned all of its rights, title and interest in and to the Contract to Assignor pursuant to an Assignment and Assumption of Commercial Contract-Unimproved Property dated effective as of January 2, 2019.

B. Assignor now desires to assign all of Assignor's right, title, and interest in and to the Contract, including without limitation, Assignor's right, title, and interest in and to the earnest money deposit being held in connection with the Contract (collectively, the "Contract Rights"), to Assignee, and Assignee desires to accept the Contract Rights and assume all obligations and liabilities of Assignor under the Contract.

C. The Parties further desire to amend the Contract as set forth below.

AGREEMENT:

THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms and Recitals. All capitalized terms used in this Amendment but not defined herein shall have the meanings assigned to such terms in the Contract.

2. Amendment. The Contract is hereby amended as follows:

(a) Pursuant to Paragraph 2 of the Special Provisions Addendum A to Contract attached to and made a part of the Contract, the Parties acknowledge and agree that the legal description of the Property set forth and described on the Survey attached hereto as Exhibit "A" is the correct and final description of the Property to be conveyed at the Closing.

3. Assignment and Assumption. Pursuant to Paragraph 22(E) of the Contract, Assignor hereby assigns, transfers and covenants to Assignee all of Assignor's right, title, and interest in and to the Contract and the Contract Rights. Assignee hereby accepts and assumes Assignor's assignment of the Contract and the Contract Rights and hereby agrees to be bound by the terms of the Contract and to assume all liabilities and obligations of Assignor, as "Buyer", thereunder.

4. Binding Effect. This Amendment is binding upon and shall inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, personal representatives, successors and assigns.
5. **Headings.** The subject headings contained in this Amendment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. Faxed or emailed versions shall be deemed originals.

7. **Applicable Law.** This Amendment will be governed and construed in accordance with the laws of the State of Texas, exclusive of conflict and choice of law principles.

8. **Agreement.** The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Contract, and except as expressly modified and superseded by this Amendment, the terms and provisions of the Contract are hereby ratified and confirmed by the Parties and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

**Assignor:**

*Skyline Development, LLC*

By: [Signature]  
James E. Rickenbacker, Sole Member

**Assignee:**

*Villas at Robinett 19, LP*

By: Villas at Robinett GP, LLC, its general partner

By: DWR Development Group, LLC, Sole Member

By: Donna Rickenbacker, Sole Member

**Seller:**

*Reeces Creek Developers, Ltd.*

Reeces Creek Developers Management, L.L.C, its general partner

By: [Signature]

Name: Gary L. McKean

Title: President
EXHIBIT A

Survey Description of Land
(Attached)
CATAGORY 1A CONDITION II LAND TITLE SURVEY

BEING 13.105 ACRES OUT OF THE
THOMAS ROBINETTE SURVEY, ABSTRACT NO. 686
KILLEEN, BELL COUNTY, TEXAS

NOTE:
1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (CORS 88), AS DETERMINED BY LEICA TEXAS SMARTNET GPS OBSERVATIONS.
2. SURVEY PREPARED WITHOUT THE BENEFIT OF TITLE COMMITMENT.

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

This sketch represents a survey made on the ground. During the performance of this survey persons working under my supervision observed conditions along the boundaries and to best of my knowledge they are as shown:

I hereby state that to best of my professional knowledge and belief that this plat and the survey on which it is based meets the requirements for land surveys in the State of Texas.

this the 1st day of February, 2019.

Killear, Bell County, Texas

RE R/0 0F AAAS R.P.L.S. 4378
Commitment

COMMITMENT FOR TITLE INSURANCE (T-7)

Issued By: Commitment Number:

Chicago Title Insurance Company

CTT18699740

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

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

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

JANET KARR
Chicago Title Insurance Company

Issued By:

Chicago Title of Texas, LLC
3700 Buffalo Speedway, Suite 1100
Houston, Texas 77098
(713) 653-6105 Direct (713) 658-1029 Fax
Email: karrj@ctt.com

CEO

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.

Form T-7: Commitment for Title Insurance (01/03/14) TX-CT-FOH-03305.332015-SPS-1-18-CTT18699740
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: $1,000,000.00
      PROPOSED INSURED: Villas at Robinett 19, LP
   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
      ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
      Policy Amount:
      PROPOSED INSURED:
   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
      Policy Amount:
      PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount:
      PROPOSED INSURED:

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

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

FIELD NOTES for a 13.105 acre tract of land in Bell County, Texas, being part of the Thomas Robinett Survey, Abstract No. 686, and the land herein described being part of a called 146.00 acre tract conveyed to Reeces Creek Developers, Ltd., of record in Volume 5997, Page 41, Official Public Records of Real Property, Bell County, Texas (O.P.R.R.P.B.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap stamped "M&A" found on the east right-of-way line of Robinette Road (R.O.W. varies) at the southwest corner of a called 1.515 acre tract conveyed to Nancy Kenneally, of record in Document #2008-49342, O.P.R.R.P.B.C.T., for the southwest corner of this tract;

THENCE S. 72° 52' 21" E., 299.55 feet, with the south line of said 1.515 acre tract, to a 1/2" iron rod found on the west line of Block 2, Lonesome Dove, Phase 6, an addition to the City of Killeen, Texas, of record in Cabinet D, Slide 167-C&D, Plat Records of Bell County, Texas (P.R.B.C.T.), being the southeast corner of said 1.515 acre tract, for the northeast corner of this tract;

THENCE S. 16° 59' 05" W., 990.98 feet, with the west line of said Block 2, to a 1/2" iron rod with cap stamped "M&A" found at an angle corner of said Block 2, for an angle corner of this tract;

THENCE S. 28° 07' 48" E., 696.55 feet, with the southwest line of said Block 2, to a 1/2" iron rod with cap stamped "M&A" found at an angle corner of said Block 2, being on the north line of Block 4, Lonesome Dove Subdivision, Phase Two, an addition to the City of Killeen, Texas, of record in Cabinet C, Slide 207-C&D, P.R.B.C.T., for the southeast corner of this tract;

THENCE N. 73° 01' 02" W., 814.20 feet, with the north line of said Block 4, to a 3/8" iron rod with cap stamped "M&ASSOC KILLEEN" found on the east right-of-way line of said Robinett Road and the northwest corner of said Block 4, for the southwest corner of this tract;

THENCE in a northerly direction with the east right-of-way line of said Robinett Road, the following two (2) calls:

1. N. 20° 09' 13" E., 338.95 feet, to a 1/2" iron rod with cap stamped "M&A" set for an angle corner of this tract;

2. N. 17° 06' 15" E., 1144.87 feet, to the POINT OF BEGINNING containing 13.105 acre of land.

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

END OF SCHEDULE A
SCHEDULE B
EXCEPTIONS FROM COVERAGE

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

1. Deleted.

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

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

   (Applies to the Owner Policy only.)

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

   (Applies to the Owner Policy only.)

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

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

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

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

   (Applies to Mortgagee Policy (T-2) only.)

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

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 and/or tenants in possession or under unrecorded lease agreements.

b. Intentionally deleted subject to Schedule C Item 9


d. ROW easement to Texas Power & Light Company of record in Volume 1607, Page 513, Deed Records of Bell County, Texas.

e. Oil and Gas Lease to James Worsham filed September 23, 1980 recorded in Volume 1690, Page 587, Deed Records of Bell County, Texas, (for 10 years and as long thereafter as being produced)

Assignment from James Worsham to Amoco Production Company filed April 20, 1982, recorded in Volume 1784, Page 195, Deed Records of Bell County, Texas.

f. Utility easement to the City of Killeen of record in Volume 4051, Page 66, Official Public Records of Real Property of Bell County, Texas.

g. Intentionally deleted

h. Utility easements to the City of Killeen of record in Volume 4742, Page 432 and Volume 5012, Page 194, Official Public Records of Real Property of Bell County, Texas.

i. Avigation Release from Reeces Creek Developers, LTD., to the City of Killeen, of record in Volume 6174, Page 463, Official Public Records of Real Property of Bell County, Texas.

j. Easement to City of Killeen recorded in Instrument No. 2007-00008105, Official Public Records, Real Property, Bell County, Texas.

k. The following matters, and all rights related thereto, as shown on survey dated February 1, 2019, last revised __, 2019 by Rex D. Haas, RPLS No. 4378:

1. Drainage ditch traversing subject property

l. 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
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

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.
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. Intentionally deleted

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

   Name: Reeces Creek Developers, Ltd., a Texas limited partnership
   a) A copy of the partnership agreement and all amendments thereto.
   b) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement

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

7. For Informational Purposes to Establish Chain of Title:

The following deed(s) are disclosed as evidence of 24 month chain of title:

   Instrument: Warranty Deed
   Grantor: Cynthia L. Lockett and Stanely J. Haedge
   Grantee: Reeces Creek Developers, LTD, a Texas limited partnership
   Executed on: March 9, 2006
   Filed on: March 13, 2006
   Volume/Page: Volume 5997, Page 41 Deed Records, Bell County, Texas
8. **Note – Important Notice**

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

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

As an example, the amount of interest you can earn on a deposit of $1000.00 for a thirty-day period at an interest rate of 0.5% is $0.42. 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).

9. **Survey dated February 1, 2019 by Rex D. Haas, RPLS No. 4378 has been submitted for review.** The following requirements must be met for survey acceptance:

1. Survey must show all easements set forth in Schedule B on the survey or state that they do not affect subject tract.
2. Certification must indicate survey is Cat 1A, Cond II (or ALTA) and must include Chicago Title in the certification.
SCHEDULE D

Commitment No.: CTT18699740

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 Grealish (Executive Vice President), Daniel Kennedy Murphy (Treasurer), John Tannous (President and County Manager), Gayle Brand (President and County Manager), Brian K. Baize (President and County Manager), Carlos E. Valdes (President and County Manager), Robert B. Kuhn (President and County Manager)

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

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

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

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

   **Owner's Policy**
   - $ 5,861.00

   **Total**
   - $ 5,861.00

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

   **Percent/Amount**
   - 40% Monteith Abstract & Title Company

   **For Services**
   - E X A M

   *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
(Exhibit D in 24 CFR §3500)

Date: June 28, 2019
To: Reeces Creek Development, Ltd., a Texas limited partnership
Property: Robinette Road and W. Elms Road, Killeen, TX 76549

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>$50 to $100 including sales tax and $5 for each additional parcel over 3 parcels</td>
</tr>
</tbody>
</table>

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

Acknowledgment

I/We have read this disclosure form and understand that 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 perdidas 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 poliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

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

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

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

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

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

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

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

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

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

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

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

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

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.
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.

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.
Effective Date: 5/1/2018

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

This exhibit is required if a development site is assembled by aggregating noncontiguous tracts conveyed by one contract, or tracts conveyed by more than one contract whether contiguous or not. For each contract, list the address, legal description and acreage of each tract. The sum of the acreages must equal or exceed the acreage of the corresponding site plan(s) before dedications and other foreseeable reductions. Provide a reconciliation of any discrepancy (dedications, takings, reserves for other uses, etc.).

**Behind this form, provide a plat of the acquisitions that correspond to each distinct development site. The plat should state the dimensions of each tract and identify the address, legal description and acreage. If the development site boundaries do not match the boundaries of the platted acquisitions, provide an overlay plat of the development site.**

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
</tr>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td>Seller Address</td>
<td>City</td>
</tr>
<tr>
<td>Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes above, describe relationship:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
</tr>
<tr>
<td>Only list if owner has owned &lt;36 mos.</td>
<td>Only list if owner has owned &lt;36 mos.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td>Seller Address</td>
<td>City</td>
</tr>
<tr>
<td>Did the seller acquire the property through foreclosure or deed in lieu of foreclosure?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes above, describe relationship:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

If a revised form is submitted, date of submission: 2/28/2019
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Name for Seller**

**Name of Seller Entity**

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

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

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

**Seller Address**

City State Zip

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

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

If yes above, describe relationship: ____________________________

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

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

---

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

**Contact Name for Seller**

**Name of Seller Entity**

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

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

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

**Seller Address**

City State Zip

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

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

If yes above, describe relationship: ____________________________

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

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

---

If a revised form is submitted, date of submission: ____________________________
<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contact Name for Seller**

**Name of Seller Entity**

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

**Contact Name for Previous Seller**

**Name of Previous Seller Entity**

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

**Seller Address**

City | State | Zip |
---|-------|-----|

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

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

If yes above, describe relationship:

---

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

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

a. **Address** | **Abbreviated Legal** | **Acres** |

b. **Address** | **Abbreviated Legal** | **Acres** |

c. **Address** | **Abbreviated Legal** | **Acres** |

If a revised form is submitted, date of submission:

(Rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
Elected Officials

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

☐ Elected officials have changed since the Pre-Application was submitted, and information regarding notifications or re-notifications is entered below. Renotified-Change in Density

☐ No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Elected Official</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger Williams</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>** US Representative</td>
<td>District</td>
<td></td>
</tr>
<tr>
<td>** 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dawn Buckingham</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>State Senator</td>
<td>District</td>
<td></td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jose L. Segarra</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dr. John M. Craft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Killeen ISD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Driver</td>
<td>4</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Bobby Whitson</td>
<td>2</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Bill Schumann</td>
<td>3</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>John Driver</td>
<td>4</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Jim Kilpatrick</td>
<td>3</td>
<td>2545262710</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Butch Menking</td>
<td>At Large</td>
<td>2543832041</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Juan Rivera</td>
<td>At Large</td>
<td>2542517149</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Gregory Johnson</td>
<td>At Large</td>
<td>2547025162</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
</tbody>
</table>

No Pre-Application was submitted.

(If box above is checked, the rest of the form may be left BLANK.)

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Elected Official</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dawn Buckingham</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>State Senator</td>
<td>District</td>
<td></td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jose L. Segarra</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Mayor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dr. John M. Craft</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Killeen ISD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>John Driver</td>
<td>4</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Bobby Whitson</td>
<td>2</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Bill Schumann</td>
<td>3</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>John Driver</td>
<td>4</td>
<td>2549335105</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Jim Kilpatrick</td>
<td>3</td>
<td>2545262710</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Butch Menking</td>
<td>At Large</td>
<td>2543832041</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Juan Rivera</td>
<td>At Large</td>
<td>2542517149</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
<tr>
<td>Gregory Johnson</td>
<td>At Large</td>
<td>2547025162</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
<td>Email or Phone</td>
</tr>
</tbody>
</table>

2/28/2019
<table>
<thead>
<tr>
<th>Name</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shirley Fleming</td>
<td>1</td>
<td>254392719</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debbie Nash-King</td>
<td>2</td>
<td>2542901336</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steve Harris</td>
<td>4</td>
<td>2542900052</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Organizations **were identified in the Pre-Application**, and there have been no changes.

(If above is checked, the rest of the form may be left **BLANK**)

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

**No Pre-Application was submitted.**

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

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

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

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

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

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

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).

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

2/28/2019
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that the 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 the foregoing statement bears.

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

[Notary Public Signature]
1. The proposed Development is: (Check all that apply)

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

If Acquisition/Rehab or Rehab, original construction year: N/A
If Reconstruction, Units Demolished: N/A Units Reconstructed: N/A

2. The Target Population will be:

- Elderly

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

3. Staff Determinations regarding definitions of development activity obtained?

- n/a

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

4. Narrative

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

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

Villas at Robinett is a proposed 104-unit apartment community to be located on land in Killeen, TX that will serve elderly households. Villas at Robinett will be fully fenced and consist of 1 bedroom/1 bath units. It will also include a clubhouse with leasing office and certain common amenities and supportive services tailored to and for the benefit of the senior residents of the community.
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>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td>0.00%</td>
<td>30</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.

- **Competitive HTC Only**
  - At-Risk
  - Nonprofit
  - USDA
  - CHDO
  - SH/SR
  - Preservation

- **Multifamily Direct Loan Only**
  - At-Risk
  - Nonprofit
  - USDA
  - CHDO
  - SH/SR
  - Preservation

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? [ ] Yes [ ] No

Has this site/activity previously received TDHCA funds? [ ] Yes [ ] No

If "Yes" Enter Project Number: N/A and TDHCA funding source: N/A

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

If yes, source: N/A

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

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

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

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

If a revised form is submitted, date of submission: 2/28/2019
Development Activities I

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>104</td>
<td>14</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>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>500</td>
</tr>
<tr>
<td>1</td>
<td>600</td>
</tr>
<tr>
<td>2</td>
<td>800</td>
</tr>
<tr>
<td>3</td>
<td>1,000</td>
</tr>
<tr>
<td>4</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).

   and

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

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

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

2/28/2019
1. **Size and Quality of Units (Competitive HTC Applications only) [10 TAC §11.9(b)(1)]**

- Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:
  - **Bedroom Size**
    - Points claimed: 6
  - **Square Footage**
    - Points claimed: 9

- Specific amenities and quality features will be provided in every Unit at no extra charge to the resident; Development will maintain the points selected and associated with those amenities as outlined in 10 TAC §11.101(b)(6)(B).*

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

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

- At least 20 percent of all low-income Units at 30% or less of AMGI*
  - Direct Loan Points: 0
- At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or
  - 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.
  - Total Number of Units at 50% or less of AMGI*
    - Points claimed: 29
  - Number of 30% Units used to score points under §11.9(c)(2)*
    - Points claimed: 10
  - Number of Units at 50% or less of AMGI used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
    - Points claimed: 0
  - Percentage used for calculation of eligible points under §11.9(c)(1)
    - Points claimed: 19

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

OR

- Development proposed in all other areas.
  - The Average Income for the proposed Development will be 55% or lower (16 points).
  - The Average Income for the proposed Development will be 56% or lower (14 points).
  - The Average Income for the proposed Development will be 57% or lower (12 points).
  - Points claimed: 0

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**
- [x] 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; **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**
- [x] All other Developments. **9**
- [x] The Applicant certifies that the Development will contact local service providers, and will make Development community space available to them on a regularly-scheduled basis to provide outreach services and education to the tenants. **1**

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

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

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

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

    **Existing Development Name:**
    **TDHCA #:**
    **Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.** **0**
    **OR**

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

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

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

    [ ] Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; **0**
    **AND**
    **OR**

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

    [x] Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:
The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.

Other disqualifying factor (please explain)

Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

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

Points Claimed: 2

Application is seeking points for Tenant Populations.

7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]
- Development is requesting Pre-Application Points.

Points Claimed: 2

8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]
- Development will maintain a 35 year Affordability Period.

Points Claimed: 2

9 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.

Points Claimed: 0

10 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.

Points Claimed: 1

11 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.

Points Claimed: 1
T19-6-TENANT POPULATION WITH SPECIAL HOUSING NEEDS

Applicant has uploaded separate packages regarding:

1. Section 811 PRA Program Supplement Packet.
2. Explanation and Documentation regarding the Applicant’s lack of control of Existing Development that are included on the List of Qualified Existing Developments for Multifamily Programs.
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Introduction

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

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

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

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

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

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

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

Questions about this Packet may be submitted to Spencer Duran: spencer.duran@tdhca.state.tx.us
811 Eligibility Summary

Donna Rickenbacker (“DWR”) through affiliated entities is in the ownership structure of the following existing tax credit developments (collectively, the “Existing Developments”):

1. 12276-AT Village at Cypress – Harris County, TX (“AT Cypress”);
2. 15170-Lodge at Westlake – Harris County, TX (“Westlake”);
3. 16104-Villa Verde Estates – Weslaco, TX (“VV Estates”);
4. 16256-Chapman Crossing – Harris County, TX (“Chapman Crossing”); and
5. 18333-Fulton Lofts – Houston, TX (“Fulton”).

DWR is also in the ownership structure of 18254-Somerset Lofts – Houston, TX (“Somerset”) and has SUBMITTED A SEPARATE 811 PROGRAM SUPPLEMENTAL PACKAGE. Somerset will not be covered in this summary.

Below is a summary of each Existing Development and evidence as to why DWR either (i) lacks control of the Existing Development, or (ii) the Existing Development has a disqualifying factor and is therefore not eligible to participate in the 811 Program:

1. AT Cypress – AT Cypress was awarded 9% tax credits in 2012. AT Cypress is an elderly development. AT Village at Cypress, LP (“AT Village LP”) is the owner of AT Cypress. AT-Cypress GP, LLC is the general partner of and owns 0.01% of AT Village LP. The general partner has 2-members that include AMCAL Multi-Housing, Inc. (“AMCAL”) and Marque Real Estate Consultants, LLC (“Marque”). Marque is the HUB in this transaction. DWR is a member of Marque. Please see the Organizational Charts attached as Attachment I. The HUB status is not eligible. Marque as the HUB materially participates in the development but does not control or have any guarantee obligations related to this project. Lastly, AMCAL had the development removed from the List of Eligible Existing Developments published on December, 2017. Please see the Removal Letter attached as Attachment II.

2. Westlake - Westlake was awarded 9% tax credits in 2015. Westlake is an elderly development. Lodge at Westlake Apartments, LP (“Westlake LP”) is the owner of Westlake. Lodge at Westlake GP, LLC is the general partner of and owns 0.01% of the Westlake LP. The General Partner has 2-members that include KG Residential, LLC (“KG”), as the managing member and DWR Development Group, LLC (“DWR Group”), as a non-managing member. KG and DWR Group are each 50% owners of the General Partner of Westlake LP. DWR Group is the HUB and is wholly owned by DWR. Please see the Organizational Chart attached as Attachment III. DWR as the HUB materially participates in the development and operation of Westlake but does not control or have any guarantee obligations related to this project. Attached as Attachment IV are pages from the Amended and Restated Limited Partnership Agreement for this transaction defining DWR role as the HUB. Also attached as Attachment V is (a) the Unconditional Guaranty showing the guarantors to this transaction which does not include DWR Group, and (b) a letter from the Guarantors denying DWR Group the right to place 811 units in Westlake.

3. VV Estate - VV Estates was awarded 9% tax credits in 2016. VV Estates is an general population development. DWR Group is the sole member and the managing member of DWR Villa Verde GP, LLC, the 0.01% General Partner of DWR Villa Verde Estates, LP (the “VV Estates LP”). DWR Group is wholly owned by DWR. Attached as Attachment VI is the Organizational Chart. Most of the site was initially in Zone AH (Area with 1% annual chance of flooding). The development site was elevated and it is now in
Zone B-Area of moderate flood hazard (area between the limits of the 100-year and 500-year flood). See LOMR attached as Attachment VII. Therefore, VV Estates has a disqualifying factor since it is located in the mapped 500-year floodplain and therefore is not eligible to participate in the 811 Program.

4. Chapman Crossings was awarded 9% tax credits in 2016. Chapman Crossings is a general population development. Chapman Crossings at Harris County, LP (“Chapman Crossing LP”) is the owner of Chapman Crossings. RA Chapman Crossing, LLC is the general partner and owns 0.01% of Chapman Crossing LP. The General Partner has 2-members that include Royal American Development, Inc., as the managing member and DWR Group, as a non-managing member. See Organizational Chart attached as Attachment VIII. DWR Group as the HUB materially participates in the development and operation of Chapman Crossings but does not control or have any guarantor obligations related to this project. The debt and equity closing occurred in January, 2018. DWR Group received a letter from Citibank, the lender denying our request to place additional 811 units in Chapman Crossing (See Attachment IX). Additionally, Section 8.34 of the Citibank Loan Agreements states: “Lender expressly prohibits the commitment of any additional units to the Section 811 Program in excess of those committed pursuant to the 2016 tax credit application.” See Sections of Citibank Loan Agreement attached as Attachment X.

5. Fulton Lofts was awarded 9% tax credits in 2018. Fulton Lofts is a general population development. Fulton Lofts, LP (“Fulton LP”) is the owner of Fulton Lofts. Fulton Lofts Advisors, LLC is the General Partner and owns 0.01% of the owner. The General Partner has three members that include DWR Group, as a member owning less than 50% of the 0.01% interest of the General Partner. See Organizational Chart attached as Attachment XI. DWR Group as the HUB materially participates in the development and operation of Fulton Lofts but does not control or have any guarantor obligations related to this project. See Attachment XII-excerpts from the Company Agreement for the General Partner. Based on the above described summary of DWR’s previous participation, we do not believe that DWR has the control or legal authority to commit 811-Units to the above described Existing Developments. Additionally, attached please find as Attachment XIII-email communication from you dated 8/15/18 as to the eligibility of (i) 12276 – Village at Cypress; (ii) 15170-Lodge at West Lake; (iii) 16104-Villa Verde; and (iv) 16256-Chapman Crossing.
Attachment I – Org. Chart – AT Cypress
Organizational Chart
To-Be-Formed Single Asset Limited Partnership
Applicant/Owner
TDHCA No. 12276

AT Villages at Cypress, LP a Texas limited partnership (tbf) OWNER

AT-Cypress GP, LLC General Partner 0.01%

LIMITED PARTNER/SYNDICATOR 99.99%

AMCAL Multi-Housing, Inc. Member 49%

Percival Vaz, CEO Sole Director/Owner 100%

Arjun Nagarkatti President 0%

Luxmi Vaz Secretary 0%

Marque Real Estate Consultants, LLC Managing Member 51% (HUB)

Donna Rickenbacker, Managing Member - 75%

Jamie Rickenbacker, Member - 25%

Owners
Organizational Chart
AMCAL Enterprises, Inc.
Developer/Guarantor

AMCAL ENTERPRISES, INC.,
A CALIFORNIA CORPORATION

PERCIVAL VAZ
CHIEF EXECUTIVE OFFICER
SOLE DIRECTOR/OWNER
100%

ARJUN NAGARKATTI
PRESIDENT
0%

LUXMI VAZ
SECRETARY
0%
December 1, 2017

David Yarden
Vice President
AMCAL / AMTEX
30141 Agoura Rd. #100
Agoura Hills, CA 91301

Re: Regarding Initial List of Eligible Existing Developments: Section 811 PRA Program

Dear Mr. Yarden:

The Texas Department of Housing and Community Affairs (“the Department”) is in receipt of your letter and correspondence dated November 28, 2017 providing additional documentation regarding the inclusion of the following properties on the Initial List of Eligible Existing Developments:

- Villages at Cypress
- Campus Apartments
- Avondale Apartments
- Harmon Senior Villas
- Alton Park

You provided evidence establishing that you do not have legal authority to commit the above named properties to the Section 811 PRA Program without approval. The above named properties will be removed from the List of Eligible Existing Developments published on December 2017.

If you have any questions, please contact me at (512) 475-1784, or email: spencer.duran@tdhca.state.tx.us.

Sincerely,

Spencer Duran
Section 811 Manager

cc: Lisa Davis
February 27, 2019

AT Villages at Cypress, LP
c/o AT-Cypress GP, LLC
30141 Agoura Road, Suite 100
Agoura Hills, CA 91301
Attention: Arjun Nagarkatti

Marque Real Estate Consultants
6300 West Loop South, Ste. 670
Bellaire, TX 77401
Attention: Donna Rickenbacker

Re: AT Villages at Cypress, LP, LP/Investor’s Response To Request For Inclusion Of Project In Texas Department of Housing and Community Affairs Section 811 Project Rental Assistance Program

Dear Mr. Nagarkatti and Ms. Rickenbacker:

As you know, Bank of America, N.A., is the Limited Partner (“Limited Partner”), and Banc of America CDC Special Holding Company, Inc., a North Carolina Corporation, is the Special Limited Partner (“Special Limited Partner”; Limited Partner and Special Limited Partner may be referred to collectively as “Limited Partners”), in AT Villages at Cypress, LP, a Texas limited partnership (the “Partnership”). AT-Cypress GP, LLC, a Texas limited liability company and Marque Real Estate Consultants, the General Partner in the Partnership (“General Partner”), has requested that Limited Partners approve the inclusion of the apartment development owned by the Partnership known as “AT Villages at Cypress” (the “Project”) in the Texas Department of Housing and Community Affairs Section 811 Project Rental Assistance Program (the “811 Program”).
The Limited Partners have reviewed such request and observe that entering into the 811 Program would materially alter the approved underwriting of our Investment. Given the information provided and the impact on our underwriting, the Limited Partners have determined that inclusion of the Project in the 811 Program is not in the best interest of either the Project or the Limited Partners. Therefore, the Limited Partners do not approve the Project being included in the 811 Program.

If you have any questions, please contact me at 925-692-6829.

Sincerely

Jeanne Burke
Senior Vice President
Attachment III – Org. Chart – Westlake
Ownership Structure
TDHCA#: 15170
Lodge at Westlake Apartments
Houston, TX

Lodge at Westlake Apartments, LP
(a t/b/f Texas limited partnership)
Owner

Lodge at Westlake GP, LLC
(a t/b/f Texas limited liability company)
General Partner 0.01%

KG Residential, LLC
Member
50% Ownership
Ken Brinkley, 30% Member
Gene Branscome, 30% Member
Gary, Brinkley, 30% Member
Dolly Branscome, 10% Member

Certified HUB
DWR Development Group, LLC
(a Texas limited liability company)
Member
50% Ownership

Donna W. Rickenbacker
(Individual)
Sole Member
100% Ownership

Investor Limited Partner/Syndicator
99.99%
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

This Amended and Restated Agreement of Limited Partnership is made and entered into as of April 5, 2016, by and among the undersigned parties.

WHEREAS, on September 10, 2015, Lodge at Westlake GP, LLC, a Texas limited liability company, as the general partner (the “General Partner”), executed a Certificate of Formation for the formation of Lodge at Westlake Apartments, LP (the “Partnership”) pursuant to the terms of the Texas Business Organizations Code (the “Act”), which Original Certificate was subsequently filed with the Secretary of State of the State of Texas (the “State”) on September 11, 2015; and

WHEREAS, on January 18, 2016, the General Partner and Gary Brinkley, an individual, as the initial limited partner (the “Initial Limited Partner”) executed an Agreement of Limited Partnership of the Partnership; and

WHEREAS, the General Partner and Hudson SLP LLC, a Delaware limited liability company, as the Special Limited Partner (the “Special Limited Partner”) and Hudson Lodge at Westlake LLC, a Delaware limited liability company, as the Investment Partner (the “Investment Partner”); collectively with the Special Limited Partner, the “Limited Partners”), wish to continue the Partnership pursuant to the Act; and

WHEREAS, the Partnership has been formed to develop, construct, own, maintain and operate a one hundred eighty (108)-unit multifamily housing apartment complex which will consist of ninety (90) Rent Restricted Units (as hereinafter defined) intended for rental to Senior Citizens of low and moderate income, eighteen (18) market rate units intended for rental to Senior Citizens and other amenities, to be known as Lodge at Westlake Apartments, and to be located in Harris County, Texas (the “Apartment Complex”); and

WHEREAS, the parties hereto now desire to enter into this Amended and Restated Agreement of Limited Partnership to (i) continue the Partnership under the Act; (ii) withdraw the Initial Limited Partner from the Partnership; (iii) admit the Limited Partners to the Partnership as Limited Partners; and (iv) set forth all of the provisions governing the Partnership.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree to continue the Partnership pursuant to the Act, as set forth in this Amended and Restated Agreement of Limited Partnership, which reads in its entirety as follows:

ARTICLE I

CONTINUATION OF PARTNERSHIP

1.01 Continuation. The undersigned hereby continue the Partnership as a limited partnership under the Act.

1.02 Name. The name of the Partnership is Lodge at Westlake Apartments, LP.
ARTICLE VIII

RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNER

8.01 Management of the Partnership.

(a) Except as otherwise set forth in this Agreement, the General Partner, within the authority granted to it under this Agreement, shall have full, complete and exclusive discretion to manage and control the business of the Partnership for the purposes stated in Article III, shall make all decisions affecting the business of the Partnership and shall manage and control the affairs of the Partnership to the best of its ability and use best efforts to carry out the purpose of the Partnership. In so doing, the General Partner shall take all actions necessary or appropriate to protect the interests of the Limited Partners and of the Partnership. The General Partner shall devote such time as is necessary to the affairs of the Partnership.

(b) Except as otherwise set forth in this Agreement and subject to the applicable Lender and/or Agency rules and regulations and the provisions of the Project Documents, the General Partner (acting for and on behalf of the Partnership), in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in its sole discretion, have the full and entire right, power and authority in the management of the Partnership business to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purpose of the Partnership. In furtherance and not in limitation of the foregoing provisions, except as otherwise set forth in this Agreement, the General Partner is specifically authorized and empowered to execute and deliver, on behalf of the Partnership, the Regulatory Agreement, the Extended Use Agreement, the Construction Mortgage, the Mortgage, and the other Project Documents, and to execute any and all other instruments and documents, and amendments thereto, as shall be required in connection with the Construction Loan and the Mortgage Loan, including, but not limited to, executing any mortgage, note, contract, building loan agreement, bank resolution and signature card, release, discharge, or any other document or instrument in any way related thereto or necessary or appropriate in connection therewith. Except as otherwise set forth in this Agreement, all decisions made for and on behalf of the Partnership by the General Partner shall be binding upon the Partnership. No person dealing with the General Partner shall be required to determine its authority to make any undertaking on behalf of the Partnership, nor to determine any facts or circumstances bearing upon the existence of such authority. Notwithstanding anything to the contrary herein, so long as there is a General Partner, (including the admission of a General Partner under Sections 5.05 and/or 8.12) such Person shall have the right, acting alone and without the Consent or approval of any other General Partner, to take any action or make any decision authorized under this Agreement to be taken or made by a General Partner and no other General Partner shall have any power or right to act alone.

(c) The General Partner’s governing documents, as approved by the Special Limited Partner as of the date hereof (the “GP Agreement”) shall at all times provide that KG Residential, LLC, a Texas limited liability company (the “GP Manager”) shall have the power and right to act on behalf of the General Partner, without the consent of any other member of the General Partner (except as otherwise contemplated with respect to matters identified in subsection (ii) below), possesses the exclusive right and power to manage, operate, and control the General Partner and to do all things and make all decisions necessary or appropriate for the
General Partner to carry on its business and affairs and to bind the General Partner, subject only to the following:

(i) DWR Development Group, LLC, a Texas limited liability company, or its successor Historically Underutilized Business (as defined in the QAP), shall materially participate in the development and operations of the Apartment Complex as required by the rules and regulations of the Agency pertaining to project participation by a Historically Underutilized Business; provided that, so long as the GP Manager or any of its Affiliates has any outstanding guaranty obligations with respect to the Apartment Complex, DWR Development Group, LLC or its successor Historically Underutilized Business, may not take any action on behalf of the General Partner without the consent of the GP Manager, if such action would have, or reasonably could in the determination of the GP Manager have, a material adverse effect on the guaranty obligations of the GP Manager and/or its Affiliates or create additional guaranty obligations to which the GP Manager and/or its Affiliates would not be subject without such action.

(ii) The unanimous consent of all of the members of the General Partner shall be required to:

   (A) modify the GP Agreement in a manner that would materially and adversely affect the ownership percentage of DWR Development Group, LLC, or its successor Historically Underutilized Business, in the General Partner; and

   (B) commit an act which would make it impossible for the General Partner to carry on its ordinary business or contravene the GP Agreement.

(iii) The GP Agreement may not be amended, except as specifically permitted hereunder, without the Consent of the Special Limited Partner.

8.02 Limitations Upon the Authority of the General Partner; Option to Purchase and Right of First Refusal.

(a) The General Partner shall not have any authority to:

   (i) perform any act to its knowledge in violation of any applicable law or regulation thereunder;

   (ii) perform any act in violation of the provisions of the Regulatory Agreement, the Extended Use Agreement or any other Project Documents;

   (iii) do any act required to be approved or ratified in writing by the Limited Partners under the Act unless the right to do so is expressly otherwise given in this Agreement;
IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Amended and Restated Agreement of Limited Partnership of Lodge at Westlake Apartments, LP, as of the date first written above.

GENERAL PARTNER:

LODGE AT WESTLAKE GP, LLC,
a Texas limited liability company

By: 

Name: Ken Brinkley
Title: Manager

[signatures continued on next page]
SPECIAL LIMITED PARTNER:

HUDSON SLP LLC,
a Delaware limited liability company

By: ________________________________
Name: Joseph A. Macari
Title: Managing Director

INVESTMENT PARTNER:

HUDSON LODGE AT WESTLAKE LLC,
a Delaware limited liability company

By: ________________________________
Name: Joseph A. Macari
Title: Managing Director

[signatures continued on next page]
INITIAL LIMITED PARTNER:

Gary Brinkley, an individual

[Signature]
Attachment V – Unconditional Guaranty – Westlake
UNCONDITIONAL GUARANTY

FOR VALUE RECEIVED, and in consideration for Hudson SLP LLC, a Delaware limited liability company and Hudson Lodge at Westlake LLC, a Delaware limited liability company (collectively, the “Limited Partner”) contributing the Capital Contribution and acquiring a 99.99% limited partnership interest in Lodge at Westlake Apartments, LP, a Texas limited partnership (the “Partnership”), the undersigned Lodge at Westlake Contractors, LLC, a Texas limited liability company, Gary Brinkley, an individual, Ken Brinkley, an individual, Gene Branscome, an individual, and Gene Branscome and Dolly B. Branscome as trustees of the Branscome Family Revocable Trust under the Trust Agreement dated as of September 26, 2015, as amended on October 1, 2015 (hereinafter collectively, referred to as the “Guarantor”), on a joint and several basis, unconditionally and irrevocably guarantee all obligations (including the timely payment in full of all payment obligations) of Lodge at Westlake GP, LLC, a Texas limited liability company, the general partner of the Partnership (the “General Partner”), under the Amended and Restated Agreement of Limited Partnership (the “Partnership Agreement”) of the Partnership and that certain Certification and Agreement, each dated as of April 5, 2016. All terms not defined herein shall be defined as in the Partnership Agreement, provided, however, that the guaranty obligations of Lodge at Westlake Contractors, LLC, shall terminate upon the date the Apartment Complex achieves Final Completion. This Unconditional Guaranty is made and entered into as of April 5, 2016. Each Guarantor also reaffirms and acknowledges that (i) good and valuable consideration, the receipt and sufficiency of which are acknowledged, has been paid to each Guarantor and to affiliates of each Guarantor, including the Development Fee payable by the Partnership to the Developer, and all fees paid to Lodge at Westlake Contractors, LLC, under that certain Construction Contract dated April 5, 2016, and that all Guarantors materially benefit from such consideration; and (ii) but for this Unconditional Guaranty, the Limited Partner would not have entered into the Partnership Agreement.

Guarantor covenants and agrees that neither its obligations to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of General Partner, or any remedy for the enforcement thereof resulting from the operation of any present or future provision of the Bankruptcy Reform Act of 1978 or other statute, or from the decision of any court, nor shall such obligation or remedy for enforcement be impaired, modified, changed, released or limited in any manner by such event of bankruptcy.

Guarantor further covenants and agrees that the execution and delivery and the observance and performance of this Guaranty by said Guarantor does not and will not conflict with or result in a breach of the terms or provisions of any existing rule, regulation or order of any court or governmental body or of any indenture, agreement or instrument to which Guarantor is party, or by which it is bound, or to which it is subject, or constitute a default thereunder, and that this Guaranty has been duly executed and delivered by Guarantor and constitutes a valid and binding Guaranty enforceable in accordance with its terms.

This Guaranty is a guaranty of payment and not of collection and is not conditioned or contingent upon the genuineness, validity, regularity or enforceability of the Partnership Agreement. Guarantor waives any right to require the Partnership or the Limited Partner to (a) proceed against the General Partner; (b) proceed against or exhaust any security held by the
General Partner; or (c) pursue any other remedy in the Partnership’s or the Limited Partner’s power whatsoever. Guarantor agrees to waive any right of subrogation or reimbursement against the Partnership, the General Partner, any right of subrogation against any collateral or security provided for in the Partnership Agreement and any right of contribution against any other guarantor or pledgor unless and until all amounts due by the General Partner under the Partnership Agreement have been paid in full and the Hudson Limited Partners have released, transferred or disposed of all of its right, title and interest in any collateral or security. To the extent Guarantor’s waiver of these rights of subrogation, reimbursement or contribution as set forth herein are found by a court of competent jurisdiction to be void or voidable for any reason, Guarantor agrees that all rights of subrogation and reimbursement against the Hudson Limited Partners and all rights of subrogation against any collateral or security shall be junior and subordinate to the Hudson Limited Partners’ rights against the Partnership, the General Partner and to the Hudson Limited Partners’ right, title and interest in such collateral or security, and all rights of contribution against any other guarantor or pledgor shall be junior and subordinate to the Hudson Limited Partners’ rights against such other guarantor or pledgor.

This Guaranty shall not be subject to any reduction, limitation, impairment, revocation or termination for any reason (other than the indefeasible payment in full in cash of any indebtedness or performance of the obligations), including but not limited to any claim of waiver, release, surrender, alteration or compromise of any of the indebtedness, and shall not be subject to any defense or setoff, counterclaim, recoupment, revocation or termination whatsoever, whether by reason of the invalidity, illegality or unenforceability of the indebtedness, the obligations or otherwise. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty. Guarantor shall be jointly and severally liable for the obligations hereunder with any other guarantor thereof. Notwithstanding the foregoing, Guarantor shall be promptly provided with copies of any notices of default and/or demands for payment delivered to the General Partner by the Hudson Limited Partner pursuant to the terms of the Partnership Agreement.

It is expressly understood and agreed that this is a continuing guaranty, and that any claim made by the Partnership or the Limited Partner against Guarantor pursuant to this Guaranty shall not preclude the Partnership or the Limited Partner from making a claim against Guarantor for future payments. Any payment made by Guarantor pursuant to this Guaranty shall satisfy the obligation of the General Partner to make such payment, as if the General Partner had made such payment itself.

The obligation hereunder of Guarantor shall (i) survive the death of the Guarantor and shall be binding upon the heirs, personal representatives and estate of such deceased Guarantor the same as though such death had not occurred; (ii) run to the benefit of any transferee or assignee of interests of either Limited Partners in the Partnership, and (iii) survive the removal, withdrawal or Bankruptcy of the General Partner or the transfer of the General Partner’s interest (or a change in ownership of the General Partner) as further outlined in Section 8.12 of the Partnership Agreement. All rights, powers and remedies of the Partnership and the Limited Partner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Partnership and the Limited Partner by law or in equity.
Guarantor represents that it has read such of the documents given in connection with the Partnership Agreement as it or he deems it necessary or desirable to read and that it or he understands the terms of the Partnership Agreement and this Guaranty and is competent to execute this Guaranty. If any provision of this Guaranty shall be held to be invalid or unenforceable either generally or as to any particular set of circumstances, all other provisions hereof shall nevertheless remain valid and enforceable in accordance with their terms.

If any clause or provision herein contained operates or would prospectively operate to invalidate this Guaranty in whole or in part, then such clauses and provisions only shall be held for naught as though not contained herein, and the remainder of the Guaranty shall remain operative and in full force and effect.

Guarantor covenants that within sixty (60) days after the close of each fiscal year of the Partnership, financial statements of the Guarantor prepared by accountants in accordance with generally accepted accounting principles shall be delivered to the Special Limited Partner.

Lodge at Westlake Contractors, LLC, agrees that it shall not (1) amend any organization document of the Guarantor, or (2) issue, sell, assign, encumber or transfer any direct or indirect ownership interest in the Guarantor or member or shareholder of the Guarantor, whether voluntary or involuntary, by operation of law or otherwise, without the Consent of the Special Limited Partner.

Gene Branscome and Dolly B. Branscome, as trustees of the Branscome Family Revocable Trust agree that they shall not amend the Trust Agreement of the Branscome Family Revocable Trust without the Consent of the Special Limited Partner.

Guarantor further covenants that it shall execute and deliver such further instruments and do further acts and things as may be reasonably required to carry out the intent and purposes of this Guaranty, including, but not limited to, the execution of a document reaffirming all of Guarantor’s payment obligations contained in this Guaranty for the benefit of any successor to any Limited Partner.

The Guarantor warrants having established with the Partnership, the General Partner adequate means of obtaining, on an ongoing basis, such information as the Guarantors may require concerning all matters bearing on the risk of nonpayment or nonperformance of the obligations. The Guarantor assumes sole, continuing responsibility for obtaining such information from sources other than from the Partnership or the Limited Partners. Neither the Partnership nor the Limited Partners shall have any duty to provide any information to the Guarantor.

Each Guarantor hereby waives and agrees not to assert or take advantage of (1) all duty or obligation on the part of the Hudson Limited Partners to perfect, protect, not impair, retain or enforce any security for the payment of any indebtedness or performance of any of the other obligations guaranteed hereby, or (2) the defense of the statute of limitations and all suretyship defenses and defenses in the nature thereof in any action hereunder or in any action for the collection of any indebtedness or the performance of any other obligations guaranteed hereby.

This Guaranty shall be construed and enforced in accordance with the laws of the State of Texas.
IN WITNESS WHEREOF, the parties have caused this Unconditional Guaranty to be duly executed as of the date first written above.

GUARANTOR:

LODGE AT WESTLAKE CONTRACTORS, LLC,
a Texas limited liability company

By: 
Name: Ken Brinkley
Title: Manager

GARY BRINKLEY, an individual

KEN BRINKLEY, an individual

GENE BRANSCOME, an individual

BRANSCOME FAMILY REVOCABLE TRUST

By: 
Name: Gene Branscome, as Trustee

By: 
Name: Dolly B. Branscome, as Trustee
February 20, 2019

Ms. Donna Rickenbacker
DWR Development Group, LLC
6300 West Loop South, Suite #670
Bellaire, TX 77401

RE: Lodge at Westlake Apartments ("Project").

Dear Donna:

DWR Development Group, LLC is a Historically Underutilized Business ("HUB") currently serving as a 50% member of Lodge at Westlake GP, LLC ("GP"), the general partner of Lodge at Westlake Apartments, LP ("Partnership"). On behalf of the HUB, you have requested that the Partnership consider contracting to include up to 10 Section 811 units at the Project. Unfortunately, we must decline to have the Project participate in the Section 811 Program.

In the Amended and Restated Agreement of Limited Partnership dated as of April 5, 2016, Section 801(c)(i) limits the ability of the HUB to take actions on behalf of the GP and the Partnership in certain situations. As you know, as long as the GP Manager (Ken Brinkley) or any of its Affiliates have continuing guaranty obligations related to the Project, the HUB may not take any action on behalf of the GP without the consent of the GP Manager, if such action would have, or in the determination of the GP Manager, reasonably could have a material adverse effect upon the guaranty obligations of the GP Manager or its Affiliates. A copy of this provision is enclosed.

Ken Brinkley and multiple Affiliates (Lodge at Westlake Contractors, LLC, Gary Brinkley, Gene Branscome, and Gene Branscome and Dolly B. Branscome as trustees of the Branscome Family Revocable Trust under Trust Agreement dated as of September 26, 2015, as amended on October 1, 2015, are all guarantors pursuant to that certain Unconditional Guaranty for the benefit of Hudson SLP LLC and Hudson Lodge at Westlake LLC. The Unconditional Guaranty is still in effect for all guarantors except Lodge at Westlake Contractors, LLC.

The Project has a stable Elderly population (age 55+) with little tenant turnover. The Project is marketed as a "Senior" development, and essentially all the households meet the criteria under the Housing for Older Persons Act. I have concern that imposing a new population segment upon the Project with individuals who will have differing needs from the existing residents will create unease among the tenants and potentially lead to more churning of the tenancies. This would adversely affect the Project’s rental income and its financial stability, thus materially adversely affecting the guarantors’
obligations to the investor. Accordingly, we are unable to comply with your request to include Section 811 units in the Project.

Sincerely,

[Signature]

Ken Brinkley, Manager
Lodge at Westlake GP, LLC
Attachment VI - Org.-Chart – VV Estates
Project
TDHCA#: 16104
Villa Verde Estates
Weslaco ETJ, Texas

Operating Partnership
DWR Villa Verde Estates, LP
Texas Limited Partnership (tbf)

0.01% General Partner
DWR Villa Verde GP, LLC
Texas Limited Liability Company (tbf)

99.99% Proposed
Investor Limited Partner
TBD

Sole Member & HUB
DWR Development Group, LLC
100%

Sole Member
Donna W. Rickenbacker
Attachment VII – CLOMR – VV Estate
**LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)**

<table>
<thead>
<tr>
<th>COMMUNITY AND MAP PANEL INFORMATION</th>
<th>LEGAL PROPERTY DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMUNITY</td>
<td>A portion of Lot 1, Villa Verde Estates Subdivision, as described in the Warranty Deed recorded as Document No. 2813045, in the Office of the County Clerk, Hidalgo County, Texas</td>
</tr>
<tr>
<td>CITY OF WESLACO, HIDALGO COUNTY, TEXAS</td>
<td>The portion of property is more particularly described by the following metes and bounds:</td>
</tr>
<tr>
<td>COMMUNITY NO.: 480349</td>
<td></td>
</tr>
<tr>
<td>AFFECTED MAP PANEL</td>
<td></td>
</tr>
<tr>
<td>NUMBER: 4803340525B</td>
<td></td>
</tr>
<tr>
<td>DATE: 1/2/1981</td>
<td></td>
</tr>
<tr>
<td>FLOODING SOURCE: LOCAL FLOODING</td>
<td></td>
</tr>
<tr>
<td>DATUM: NAD 83</td>
<td></td>
</tr>
</tbody>
</table>

**DETERMINATION**

<table>
<thead>
<tr>
<th>LOT</th>
<th>BLOCK/SECTION</th>
<th>SUBDIVISION</th>
<th>STREET</th>
<th>OUTCOME</th>
<th>FLOOD ZONE</th>
<th>1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)</th>
<th>LOWEST ADJACENT GRADE ELEVATION (NGVD 29)</th>
<th>LOWEST LOT ELEVATION (NGVD 29)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>--</td>
<td>Villa Verde Estates</td>
<td>2601 South Border Avenue</td>
<td>Portion of Property</td>
<td>B</td>
<td>72.0 feet</td>
<td>--</td>
<td>72.0 feet</td>
</tr>
</tbody>
</table>

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION

ANNEXATION

FILL RECOMMENDATION

PORTIONS REMAIN IN THE SFHA

This document provides the Federal Emergency Management Agency’s determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration
LEGAL PROPERTY DESCRIPTION (CONTINUED)

COMMENCING at a No. 4 rebar set (Northing: 16572888.399, Easting: 1150231.676) at the Southeast corner of Villa Verde Subdivision No. 2, according to the map thereof recorded in Volume 17, Page 33, Hidalgo County Map Records; THENCE, S 88°48'31" W along the South line of said Villa Verde Subdivision No.2, a distance of 325.00 feet to a No.4 rebar set for the POINT OF BEGINNING and the Northeast corner of this tract; THENCE, S 01°11'29" E a distance of 375.00 feet to a No.4 rebar set for the Southeast corner of this tract; THENCE, S 88°48'31" W a distance of 480.84 feet to the Southernmost Southwest corner of this tract; THENCE, N 53°07'56" E a distance of 76.62 feet to an inside corner of this tract; THENCE, N 01°49'43" W a distance of 37.43 feet to an inside corner of this tract; THENCE, N 24°50'17" W a distance of 40.68 feet to an inside corner of this tract; THENCE, S 88°13'44" W a distance of 167.49 feet to an outside corner of this tract; THENCE, N 74°22'44" W a distance of 75.19 feet to the Northernmost Southwest corner of this tract; THENCE, N 01°47'15" W a distance of 74.79 feet to an outside corner of this tract; THENCE, N 38°41'12" E a distance of 147.54 feet to an outside corner of this tract; THENCE, N 48°59'53" E a distance of 74.28 feet to the South line of said Villa Verde Subdivision No.2, for the Northwest corner of this tract; THENCE, N 88°48'31" E along the South line of said Villa Verde Subdivision No. 2, a distance of 523.92 feet to the POINT OF BEGINNING.

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA’s Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at http://www.fema.gov/mit/tb1001.pdf. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration
LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL) ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

ANNEXATION (This Additional Consideration applies to the preceding 1 Property.)

Although the subject of this determination is shown on the National Flood Insurance Program map as being located in a community other than the community indicated on the Determination/Comment Document, it has been annexed by the community referenced therein.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration
Attachment VIII – Org. Chart – Chapman Crossing
Owner Organizational Chart

Development Owner
Chapman Crossings at Harris County, LP

General Partner
RA Chapman Crossings, LLC
0.01%

Investor Limited Partner
TBD
99.99%

Managing Member
Royal American Development, Inc.
30%

Member
DWR Development Group, LLC
70%

See Attached
Royal American Development, Inc. Org Chart

Donna Rickenbacker
100%
Managing Member of General Partner
Royal American Development, Inc.

Sole Shareholder
Peoples First Properties, Inc. 100%

Directors
Jeannette B. Chapman - 0%
Joseph F. Chapman, IV - 0%

Officers
Joseph F. Chapman, IV - President - 0%
Clifford S. Clemo - Vice Pres. - 0%
Robert F. Henry, III - Vice Pres. - 0%
Lauretta J. Pippin - Secretary/Treasurer - 0%

See Attached
Peoples First Properties, Inc. Org Chart
Owner Organizational Chart

Sole Shareholder of Royal American Development, Inc.
Peoples First Properties, Inc.

Chapman Family Holdings, LP
66%

Joseph F. Chapman, III
5%

Misc. Chapman Family/Trusts
20%
(No misc. Chapman family member or trust owns a 10% or greater interest)

Minority Stockholders
9%

Directors
Jeanette B. Chapman - 0%
Joseph F. Chapman, IV - 0%
Mary Marie Chapman Clemo - 0%
Kristian B. Chapman - 0%
David M. Chapman - 0%

Officers
Joseph F. Chapman, IV - President - 0%
Robert F. Henry, III - Vice Pres. - 0%
David M. Chapman - Vice Pres. - 0%
Lauretta J. Pippin - Secretary/Treasurer - 0%

See Attached Chapman Family Holdings, LP Org Chart
Attachment IX – Denial Letter – Chapman Crossing
February 22, 2019
Donna Rickenbacker
Chapman Crossings - TDHCA #16256

Re: Chapman Crossing 811 units

Dear Donna,

This letter is in response to your request to increase the number of Section 811 units above the current 10 units committed. CITI understands that adding any additional 811 units would require the property to be in compliance with Davis Bacon wage rates which would increase the construction costs of the project. The property is already under construction and in compliance with an approved and balanced budget. Davis Bacon wage rates have not been factored into the budget and adding additional costs would negatively impact the approved budget. Therefore, CITI is unfortunately denying your request to add Section 811 units above the 10 units that are already included in the scope of work.

CITI has a strong commitment to affordable housing in Texas and throughout the country. We are always willing to consider additional community benefits that our clients and TDHCA may present to us. However, we also have an obligation to make sure that we are responsibly financing the projects that we approve, which includes making sure that the Property can be completed within the construct of the approved budget.

Please do not hesitate to contact me with any questions or concern.

Sincerely yours,

Mahesh Aiyer
Director

Citi Community Capital

Mahesh Aiyer
Director
CONSTRUCTION LOAN AGREEMENT

by and between

CITIBANK, N.A.,
    as Lender,

and

CHAPMAN CROSSINGS AT HARRIS COUNTY, LP,
    as Borrower

Relating to:

$14,098,590 Loan
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE I DEFINITIONS; PRINCIPLES OF CONSTRUCTION</td>
<td>Section 1.1</td>
<td>Definitions</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Section 1.2</td>
<td>Accounting Terms</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>Section 1.3</td>
<td>Other Interpretive Provisions</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE II GENERAL</td>
<td>Section 2.1</td>
<td>Loan; Note</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Section 2.2</td>
<td>Loan Payments</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Section 2.3</td>
<td>Additional Payments</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Section 2.4</td>
<td>Overdue Payments; Payments in Default</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 2.5</td>
<td>Grant of Security Interest; Application of Funds</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 2.6</td>
<td>Marshalling; Payments Set Aside</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>Section 2.7</td>
<td>Marshalling; Payments Set Aside</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE III DISBURSEMENT MATTERS</td>
<td>Section 3.1</td>
<td>General Disbursement Conditions</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Section 3.2</td>
<td>Cost Breakdown</td>
<td>17</td>
</tr>
<tr>
<td></td>
<td>Section 3.3</td>
<td>Loan in Balance</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Section 3.4</td>
<td>Initial Disbursement</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Section 3.5</td>
<td>Course-of-Construction Disbursements</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Section 3.6</td>
<td>Final Disbursement</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td>Section 3.7</td>
<td>Post Completion Requirements</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Section 3.8</td>
<td>Lender Making of Disbursements</td>
<td>23</td>
</tr>
<tr>
<td></td>
<td>Section 3.9</td>
<td>Verification of Costs</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Section 3.10</td>
<td>Construction Consultant</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Section 3.11</td>
<td>Method of Disbursements</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Section 3.12</td>
<td>Disbursements without Requisitions</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Section 3.13</td>
<td>Retainage, Etc</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Section 3.14</td>
<td>Continuation and Date-Down Endorsements</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Section 3.15</td>
<td>Lien-Free or Date-Down Endorsement</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Section 3.16</td>
<td>Delivery of Funding Requisitions</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Section 3.17</td>
<td>Interest Allowance</td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE IV TITLE INSURANCE</td>
<td></td>
<td></td>
<td>26</td>
</tr>
<tr>
<td>ARTICLE V CONSTRUCTION MATTERS</td>
<td>Section 5.1</td>
<td>Commencement and Completion</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Section 5.2</td>
<td>Change Orders</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>Section 5.3</td>
<td>Compliance with Construction Lien Law</td>
<td>28</td>
</tr>
<tr>
<td></td>
<td>Section 5.4</td>
<td>Payment and Performance Bonds</td>
<td>28</td>
</tr>
<tr>
<td>Section 5.5.</td>
<td>Construction Information and Verification</td>
<td>28</td>
<td></td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------------------------</td>
<td>----</td>
<td></td>
</tr>
<tr>
<td>Section 5.6.</td>
<td>Rights of Inspection; Agency; Appraisal</td>
<td>29</td>
<td></td>
</tr>
<tr>
<td>Section 5.7.</td>
<td>Third-Party Consultants</td>
<td>30</td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE VI PERMANENT LOAN

| Section 6.1. | Permanent Loan Commitment             | 30 |

ARTICLE VII REPRESENTATIONS AND WARRANTIES

| Section 7.1. | Borrower Representations              | 31 |
| Section 7.2. | Survival of Representations and Covenants | 44 |

ARTICLE VIII AFFIRMATIVE COVENANTS

| Section 8.1.  | Existence                                      | 44 |
| Section 8.2.  | Taxes and Other Charges                      | 44 |
| Section 8.3.  | Repairs; Maintenance and Compliance; Physical Condition | 45 |
| Section 8.4.  | Litigation                                    | 45 |
| Section 8.5.  | Performance of Other Agreements               | 45 |
| Section 8.6.  | Notices of Status Change                     | 45 |
| Section 8.7.  | Cooperate in Legal Proceedings                | 45 |
| Section 8.8.  | Further Assurances                            | 45 |
| Section 8.9.  | Delivery of Financial Information             | 46 |
| Section 8.10. | Environmental Matters                        | 46 |
| Section 8.11. | Lender’s Fees                                 | 46 |
| Section 8.12. | Estoppel Statement                            | 46 |
| Section 8.13. | Defense of Actions                            | 47 |
| Section 8.14. | Expenses                                      | 47 |
| Section 8.15. | Indemnity                                     | 48 |
| Section 8.16. | No Warranty of Condition or Suitability by the Lender | 50 |
| Section 8.17. | Right of Access to the Project                | 50 |
| Section 8.18. | Notice of Default                             | 50 |
| Section 8.19. | Covenant with Lender                          | 50 |
| Section 8.20. | Obligation of the Borrower to Complete the Project | 50 |
| Section 8.21. | Maintenance of Insurance                      | 51 |
| Section 8.22. | Information; Statements and Reports           | 51 |
| Section 8.23. | Additional Notices                            | 52 |
| Section 8.24. | Compliance with Other Agreements; Legal Requirements | 53 |
| Section 8.25. | Completion and Maintenance of Improvements    | 53 |
| Section 8.26. | Fixtures                                      | 54 |
| Section 8.27. | Income from Project                           | 54 |
| Section 8.28. | Leases and Occupancy Agreements               | 54 |
| Section 8.29. | Project Agreements and Licenses               | 55 |
| Section 8.30. | Payment of Debt Payments                      | 55 |
| Section 8.31. | ERISA                                         | 55 |
| Section 8.32. | Patriot Act Compliance                        | 55 |
ARTICLE IX NEGATIVE COVENANTS .................................................................56

Section 9.1. Management Agreement ..............................................................56
Section 9.2. Dissolution .................................................................................57
Section 9.3. Change in Business or Operation of Property .........................57
Section 9.4. Debt Cancellation ......................................................................57
Section 9.5. Assets ..........................................................................................57
Section 9.6. Transfers .....................................................................................57
Section 9.7. Debt ..............................................................................................57
Section 9.8. Assignment of Rights ..................................................................57
Section 9.9. Principal Place of Business ........................................................57
Section 9.10. Partnership Agreement ...............................................................57
Section 9.11. ERISA .........................................................................................57
Section 9.12. No Hedging Arrangements .......................................................58
Section 9.13. Loans and Investments; Distributions; Related Party Payments .58
Section 9.14. Amendment of Related Documents or CC&R’s ......................58
Section 9.15. Personal Property ......................................................................58
Section 9.16. Fiscal Year ................................................................................59
Section 9.17. Publicity .....................................................................................59
Section 9.18. Permanent Loan ........................................................................59

ARTICLE X DEFAULTS .........................................................................................59

Section 10.1. Events of Default .....................................................................59
Section 10.2. Remedies ..................................................................................63

ARTICLE XI SPECIAL PROVISIONS...............................................................67

Section 11.1. Sale of Loan and Secondary Market Transaction ....................67

ARTICLE XII MISCELLANEOUS .....................................................................69

Section 12.1. Notices ......................................................................................69
Section 12.2. Brokers and Financial Advisors ...............................................71
Section 12.3. Survival ......................................................................................71
Section 12.4. Preferences ...............................................................................71
Section 12.5. Waiver of Notice .......................................................................72
Section 12.6. Offsets, Counterclaims and Defenses ......................................72
Section 12.7. Publicity ...................................................................................72
Section 12.8. Construction of Documents ....................................................72
Section 12.9. No Third Party Beneficiaries .....................................................72
Section 12.10. Assignment .............................................................................73
Section 12.11. Lender and Servicer Not in Control; No Partnership .............73
Section 12.12. Release ....................................................................................73
Section 12.13. Term of Loan Agreement .......................................................73
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.14</td>
<td>Reimbursement of Expenses</td>
<td>74</td>
</tr>
<tr>
<td>12.15</td>
<td>Relationships with Other Customers</td>
<td>74</td>
</tr>
<tr>
<td>12.16</td>
<td>Permitted Contests</td>
<td>74</td>
</tr>
<tr>
<td>12.17</td>
<td>Lender Approval of Instruments and Parties</td>
<td>75</td>
</tr>
<tr>
<td>12.18</td>
<td>Lender Determination of Facts</td>
<td>75</td>
</tr>
<tr>
<td>12.19</td>
<td>Calendar Months</td>
<td>75</td>
</tr>
<tr>
<td>12.20</td>
<td>Determinations by Lender</td>
<td>75</td>
</tr>
<tr>
<td>12.21</td>
<td>Governing Law</td>
<td>75</td>
</tr>
<tr>
<td>12.22</td>
<td>Consent to Jurisdiction and Venue</td>
<td>75</td>
</tr>
<tr>
<td>12.23</td>
<td>Successors and Assigns</td>
<td>76</td>
</tr>
<tr>
<td>12.24</td>
<td>Severability</td>
<td>76</td>
</tr>
<tr>
<td>12.25</td>
<td>Transfer of Project or Ownership Interests in Borrower</td>
<td>76</td>
</tr>
<tr>
<td>12.26</td>
<td>Entire Agreement; Amendment and Waiver</td>
<td>76</td>
</tr>
<tr>
<td>12.27</td>
<td>Counterparts</td>
<td>76</td>
</tr>
<tr>
<td>12.28</td>
<td>Captions</td>
<td>76</td>
</tr>
<tr>
<td>12.29</td>
<td>Servicer</td>
<td>77</td>
</tr>
<tr>
<td>12.30</td>
<td>Beneficiary Parties as Third Party Beneficiary</td>
<td>77</td>
</tr>
<tr>
<td>12.31</td>
<td>Waiver of Trial by Jury</td>
<td>77</td>
</tr>
<tr>
<td>12.32</td>
<td>Time of the Essence</td>
<td>77</td>
</tr>
<tr>
<td>12.33</td>
<td>Modifications</td>
<td>77</td>
</tr>
</tbody>
</table>

**ARTICLE XIII LIMITATIONS ON LIABILITY** ..........................................................77

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.1</td>
<td>Limitation on Liability</td>
<td>77</td>
</tr>
<tr>
<td>13.2</td>
<td>Limitation on Liability of Lender’s Officers, Employees, Etc</td>
<td>77</td>
</tr>
<tr>
<td>13.3</td>
<td>Delivery of Reports, Etc</td>
<td>78</td>
</tr>
<tr>
<td>13.4</td>
<td>Loan Data</td>
<td>78</td>
</tr>
<tr>
<td>13.5</td>
<td>Waiver of Conflicts</td>
<td>78</td>
</tr>
</tbody>
</table>

**Error! Bookmark not defined.**

**ARTICLE XIV** 79

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>14.1</td>
<td>Attached Exhibits</td>
<td>79</td>
</tr>
</tbody>
</table>
CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this “Loan Agreement”) is dated for reference purposes only as of the 1st day of January, 2018, but will not be effective and binding on the parties hereto until the Closing Date (as hereinafter defined), and is between CHAPMAN CROSSINGS AT HARRIS COUNTY, LP, a Texas limited partnership (together with its successors and assigns, the “Borrower”) and CITIBANK, N.A., a national banking association (together with its successors and assigns, the “Lender”).

WITNESSETH:

RECITALS

WHEREAS, the Borrower has applied to the Lender for the Loan, as defined herein, for the acquisition, construction, rehabilitation, development, equipping and/or operation of a 102-unit multifamily residential project located in Houston, Harris County, Texas, known or to be known as Chapman Crossings;

WHEREAS, the Borrower’s repayment obligations under this Loan Agreement are evidenced by the Note, as defined herein; and

WHEREAS, the Loan is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time, the “Security Instrument”), dated as of the date hereof, encumbering the Project, and will be advanced to Borrower pursuant to this Loan Agreement.

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

ARTICLE I

DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Definitions. As used herein, the following terms have the meanings set forth below; provided, however, that any capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Security Instrument:

“811 Participation Agreement” shall have the meaning given to that term in the Security Instrument.

“Act of Bankruptcy” shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

“ADA” shall have the meaning set forth in Section 7.1.36.
obligations under all Legal Requirements and internal requirements of Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Loan. Borrower shall immediately notify Lender in writing of a) Borrower’s actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or c) Borrower becomes the subject of an investigation by Governmental Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Lender for any expense incurred by Lender in evaluating the effect of an investigation by Governmental Authorities on the Loan and Lender’s interest in the collateral for the Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Lender to enforce its rights under the Loan Documents, and in complying with all Legal Requirements and internal requirements of Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Lender as a result of the existence of such an event and for any penalties or fines imposed upon Lender as a result thereof.

Section 8.33. Funds from Equity Investor. Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms of the Partnership Agreement.

Section 8.34. Regulatory Agreement. Borrower shall comply with the terms of the Regulatory Agreement and the 811 Participation Agreement. Lender expressly prohibits the commitment of any additional units to the Section 811 Program in excess of those committed pursuant to the 2016 tax credit application.

ARTICLE IX
NEGATIVE COVENANTS

To induce Lender to execute this Loan Agreement and make Disbursements, Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Payment Obligation or other obligation of Borrower under any of the other Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

Section 9.1. Management Agreement. Without first obtaining the Lender’s prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Lender’s prior Written Consent (which consent shall not be unreasonably withheld): (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Construction Loan Agreement or caused this Construction Loan Agreement to be duly executed and delivered by their respective authorized representative as of the date first set forth above.

BORROWER:

CHAPMAN CROSSINGS AT HARRIS COUNTY, LP,
a Texas limited partnership

By: RA Chapman Crossings, LLC,
a Texas limited liability company,
its general partner

By: Royal American Development, Inc.,
a Florida corporation d/b/a in Texas as Florida Royal American Development, Inc.,
its manager

By:
Name: Joseph F. Chapman, IV
Title: President
LENDER:

CITIBANK, N.A.

By: [Signature]

Name: Mahesh Aiyer
Title: Authorized Signatory
Attachment XI – Organizational Charts – Fulton Lofts
Fulton Lofts, Owner Organization Chart:

Applicant:
Fulton Lofts, LP
a Texas limited partnership
To be formed

Limited Partner:
Hudson Housing Capital LLC
TIN: 54-1884498
99.99%

Org 1 - General Partner
Fulton Lofts Advisors, LLC
a Texas limited liability company
To be formed
0.01%

Org 1.1 - Managing Member
Mark-Dana Corporation
a Virginia corporation
TIN: 23-2039572
55%

Org 1.1.1 - David M. Koogler
Chairman & CEO
10%

Org 1.1.2 - David Mark Koogler
President & COO
21.28%

Org 1.1.3 - Margery C. Koogler
Exec VP & Secretary
10%

Org 1.1.4 - Dana R. Koogler
EVP & Asst. Secretary
21.28%

Org 1.2 - Member
Cavender Development, LLC
a Texas limited liability company
TIN: 82-2955452
5%

Org 1.2.1 - Zachary G. Cavender
Owner
100%

Org 1.3 - Member
DWR Development Group, LLC
a Texas limited liability company
TIN: 46-4120825
40%

Org 1.3.1 - Donna Rickenbacker
Owner
100%

Org 1.1.1.1 - Dana Rene Koogler, Trustee
Dana Rene Koogler Irrevocable Trust #1
TIN: 61-6408719
9.36%

Org 1.1.1.2 - Dana Rene Koogler, Trustee
Dana Rene Koogler Irrevocable Trust #2
TIN: 61-6408721
9.36%

Org 1.1.2.1 - David Mark Koogler, Trustee
Dana Rene Koogler Irrevocable Trust #1
TIN: 61-6408718
9.36%

Org 1.1.2.2 - David Mark Koogler, Trustee
Dana Rene Koogler Irrevocable Trust #2
TIN: 61-6408720
9.36%
Developer & Guarantor Organization Chart

Org. 1.1 - Managing Member
Mark-Dana Corporation
a Virginia corporation
TIN: 23-2039572

David M. Koogler
Chairman & CEO
10%

David Mark Koogler
President & COO
21.28%

Margery C. Koogler
Exec VP & Secretary
10%

Dana R. Koogler
EVP & Asst. Secretary
21.28%

Org. 1.1.1 - David Mark Koogler, Trustee
David Mark Koogler Irrevocable Trust #1
TIN: 61-6408718
9.36%

Org. 1.1.2 - David Mark Koogler, Trustee
David Mark Koogler Irrevocable Trust #2
TIN: 61-6408720
9.36%

Org. 1.1.3 - Dana Rene Koogler, Trustee
Dana Rene Koogler Irrevocable Trust #1
TIN: 61-6408719
9.36%

Org. 1.1.4 - Dana Rene Koogler, Trustee
Dana Rene Koogler Irrevocable Trust #2
TIN: 61-6408721
9.36%
COMPANY AGREEMENT

OF

FULTON LOFTS ADVISORS, LLC

THE MEMBERSHIP INTERESTS DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, THE TEXAS SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE. SUCH MEMBERSHIP INTERESTS MAY NOT BE TRANSFERRED UNLESS REGISTERED UNDER APPLICABLE SECURITIES LAWS OR UNLESS THE TRANSFER IS EXEMPT FROM SUCH REGISTRATION. THE COMPANY MAY REQUIRE SUCH EVIDENCE AS THE COMPANY DEEMS APPROPRIATE TO CONFIRM THAT ANY PROPOSED TRANSFER COMPLIES WITH SUCH REQUIREMENTS. THE COMPANY IS NOT OBLIGATED TO REGISTER ANY OF SUCH MEMBERSHIP INTERESTS OR TO MAINTAIN ANY INFORMATION ABOUT THE COMPANY PUBLICLY AVAILABLE.

THE MEMBERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS COMPANY AGREEMENT ARE SUBJECT TO RESTRICTIONS ON THE TRANSFER, SALE, PLEDGE, OR OTHER DISPOSITION AS SET FORTH IN THIS COMPANY AGREEMENT.
Pursuant to the Texas Business Organizations Code, this Company Agreement (the "Agreement") is adopted effective as of the 9th day of August, 2018 as the Company Agreement of Fulton Lofts Advisors, LLC, a Texas limited liability company (the "Company"), by the undersigned Members (as defined below) of the Company.

ARTICLE I

DEFINITIONS

1.01 Certain Definitions. The following terms shall have the meanings specified below when used in this Company Agreement unless otherwise expressly specified herein to the contrary:

(a) "Accounting Year" means the Company's accounting year for accounting and tax purposes, which shall be determined by the Members.

(b) "Additional Member" means Cavender Development, LLC, a Texas limited liability company.

(c) "Agreement" means this Company Agreement of the Company as originally adopted and as amended from time to time as herein provided.

(d) "Authorized Purposes" shall mean the purposes of the Company specified in Article V of the Certificate of Formation or authorized by a vote of a Majority in Interest of all of the Members in accordance with the provisions of this Agreement.

(e) "Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with Section 7.04 of this Agreement.

(f) "Capital Contribution" means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by each Member, as shown in Schedule "1" attached hereto, as may be amended from time to time. Reference in these Regulations to the Capital Contribution of a present Member includes a Capital Contribution previously made to any prior Member.

(g) "Certificate of Formation" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Texas, and as the same may be further amended from time to time as provided in the Texas Code and this Agreement.

(h) "Company" means Fulton Lofts Advisors, LLC, a Texas limited liability company, formed pursuant to this Agreement.

(i) "Compliance Period" shall mean the 15-year low income housing tax credit compliance period defined in Section 42(i)(1) of the Code, as applicable to the Project.
(j) "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise.

(k) "Distributable Cash" means the amount by which (1) the aggregate amount of all cash and other current funds on account from time to time held by the Company on hand or in bank accounts or other temporary investments pending distribution, exceeds (2) the aggregate amount of all amounts paid or set aside by the Company for (A) all principal and interest payments on indebtedness of the Company and all other sums payable to lenders; (B) all cash expenditures incurred incident to the normal operations of the Company's business (including Tax Distributions); and (C) such cash reserves as the Managing Member deems reasonably necessary to the proper operation of the Company's business.

(l) "Exception Documents" has the meaning specified in Section 4.01(b).

(m) "Good Cause" means (i) as to a Member, fraud, gross negligence, intentional misconduct or breach of fiduciary duty of such Member; (ii) as to a Member, a finding by TDHCA of material non-compliance with respect to such Member that is not cured within any applicable cure period provided by TDHCA (excluding for this purpose material non-compliance of the Project that is attributed to such Member but that is not caused by such Member); or (iii) as to the HUB Member, its ceasing to be certified as a HUB, as evidenced by its removal from the Texas Comptroller’s HUB Directory.

(n) "HUB Member" means DWR Development Group, LLC, a Texas limited liability company.

(o) "Initial Contribution" means the initial Capital Contribution to the Company made by a Member.

(p) "Losses" means, for each Accounting Year (or portion thereof, as may be applicable), the losses and deductions of the Company determined in accordance with generally accepted accounting principles.

(q) "Majority in Interest" means, with respect to any referenced group of Members, a combination of any of such Members who, in the aggregate, own at least fifty-one percent (51%) of the Membership Interests owned by all of such referenced group of Members.

(r) "MDC Member or Managing Member" means Mark-Dana Corporation, a Virginia corporation, qualified as a foreign corporation in Texas.

(s) "Member" means the entity designated as a Member of the Company on the attached Schedule, any successor to all or any part of any such entity's Membership Interest in the Company who has been duly admitted as a Member of the Company in accordance with this Agreement and any other Person admitted as an additional Member of the Company in accordance with this Agreement.
3.11 **Members of Record.** The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact of such Membership Interest for all purposes. Accordingly, the Company shall not be bound to recognize any equitable or other claim to or interest in any Membership Interest on the part of any other Person or entity which is not reflected on the transfer records of the Company, whether or not it shall have actual or other notice of such claim or interest, except as expressly provided to the contrary by this Agreement or applicable law.

3.12 **Actions by Members Without a Meeting.** Any action required by the Texas Code or this Company Agreement to be taken by the Members at a meeting may be taken by the Members without a meeting, without prior notice and without a vote, if a written consent or consents, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes which would be necessary to take such action at a meeting at which all Members entitled to vote on the action were present and voted.

3.13 **Action by Conference Telephone.** Members may participate in and hold a meeting by means of a conference telephone, similar communications equipment, or other suitable electronic communications equipment, including video conferencing technology, or the internet, or a combination thereof, by means of which all persons participating in the meeting can hear each other and participate in the meeting. Participation in such meeting will constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE IV**

**OFFICERS**

The Managing Member may (but is not required to) appoint one (1) Chief Executive Officer, one (1) President, one (1) or more Vice Presidents, a Secretary, a Treasurer, and such other officers and agents as they shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Managing Member. Any person may hold two (2) or more offices. No officer or agent need be a Member.

**ARTICLE V**

**RIGHTS AND DUTIES OF MANAGING MEMBER AND HUB MEMBER**

5.01 **Management Powers of Managing Member and Management Powers of HUB Member.**
(a) The Managing Member of the Company is Mark-Dana Corporation. The Managing Member shall hold office until resignation or removal pursuant to this Agreement. Subject to the following sentence in this Section 5.01(a), the Managing Member, without the consent of any other Member, has the exclusive right and all necessary powers to carry out the purposes, business, and objectives of the Company, and do all such lawful acts and things as are directed or required to be exercised or done by the Members by the Texas Code, the Certificate or this Agreement, including, but not limited to, the right to enter into and carry out contracts of all kinds; to employ employees, agents, consultants, independent contractors, and advisors on behalf of the Company, to lend or borrow money and to issue evidences of indebtedness; to bring and defend actions in law or equity, to buy, own, manage, sell, lease, mortgage, pledge or otherwise acquire or dispose of Company property, to amend and restate the agreement of limited partnership of the Owner Entity, to enter into and/or amend and restate any development services agreements with respect to the Project, and to enter into new financing or modification to existing financing with respect to the Project (including, without limitation, the pledge of assets of the Project to secure the Project’s financing), subject, however, to recognition that the HUB Member will participate in the development and operation of the Project in accordance with Section 5.01(b). Notwithstanding the foregoing, the Managing Member may not do any of the following without the consent of all of the Members: (a) modify this Agreement in a manner that would materially and adversely affect the Membership Interest of the Additional Member; (b) modify this Agreement in a manner that would materially and adversely affect the Membership Interest of the HUB Member or (c) commit an act which would make it impossible for the Company to carry on its ordinary business or contravene this Agreement. Managing Member need not be a resident of the State of Texas.

(b) The HUB Member shall materially participate in the ownership, development, and operations of the Project as required by the rules and regulations of the TDHCA pertaining to project participation by a historically underutilized business. In furtherance of the foregoing, the HUB Member shall ensure that the Project is developed and operated as a low-income rental housing community in accordance with Section 42 of the Revenue Code and in compliance with TDHCA’s rules and regulations and by performing activities as agreed to by the Managing Member and the HUB Member. Notwithstanding the foregoing, so long as the Managing Member or any of its affiliates has any outstanding guaranty obligations with respect to the Project, the HUB Member may not take any action on behalf of the Company with respect to the matters set forth in this Section 5.01(b) without the consent of the Managing Member, if such action would have, or reasonably could be in the determination of the Managing Member have, a material adverse effect on the guaranty obligations of the Managing Member or create additional guaranty obligations to which the Managing Member would not be subject without taking of the action in question.

ARTICLE VI

MANAGING MEMBER’S SERVICES; CONFLICTING INTERESTS AND INDEMNIFICATION
### SCHEDULE "1"

**NAMES, INITIAL CONTRIBUTIONS, AND MEMBERSHIP INTERESTS OF MEMBERS**

<table>
<thead>
<tr>
<th>Names and Addresses</th>
<th>Initial Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mark-Dana Corporation</strong></td>
<td>$55.00</td>
<td>55%</td>
</tr>
</tbody>
</table>
| 26302 Oak Ridge Drive, Suite 100  
Spring, TX  77380         |                     |                     |
| **DWR Development Group, LLC** | $40.00               | 40%                 |
| 710 North Post Oak Rd., Suite 400  
Houston, TX  77024        |                     |                     |
| **Cavender Development, LLC**  | $5.00                | 5%                  |
| 9703 Reston Ranch Ct  
Cypress, TX  77433        |                     |                     |
Attachment XII – Email Communication from Spencer Duran
Donna Rickenbacker

From: Spencer Duran <spencer.duran@tdhca.state.tx.us>
Sent: Wednesday, August 15, 2018 3:52 PM
To: Donna Rickenbacker
Subject: RE: 18254-Somerset Lofts

Donna,

Thank you for this information. I agree that none of the 4 properties can participate in 811. See table below. I’ve created a new Participation Agreement. It must be submitted back to the Department along with the Commitment Notice.

<table>
<thead>
<tr>
<th>Development</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>12276 Village at Cypress</td>
<td>Does not appear on Approved Development List</td>
</tr>
<tr>
<td>15170 Lodge at West Lake</td>
<td>DWR is HUB and GP consent needed</td>
</tr>
<tr>
<td>16104 Villa Verde</td>
<td>Ineligible Flood Zone (see reasoning below).</td>
</tr>
<tr>
<td>16256 Chapman Crossing</td>
<td>Lender letter prohibition.</td>
</tr>
</tbody>
</table>

16104 RE: floodplain issue (from Cynthia Zbranak, Senior Environmental Specialist 5/15/18):

The 500 year floodplain is depicted with the Zone B designation on the older maps and as Zone X Shaded on the newer maps. Per the excerpt below and based on the LOMR, they are still designated as Zone B which is in the 500 year floodplain, see requirements below.

(1) Floodplains (Executive Order 11988; Flood Disaster Protection Act (42 U.S.C. 4001-4008); National Flood Insurance Reform Act (P.L. 108-264)). No new construction activities or projects shall be located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s best available data, which may be Advisory Base Flood Elevations (ABFEs), Preliminary Flood Insurance Rate Maps (P-FIRMs), or Flood Insurance Rate Maps (FIRM). Existing structures may be assisted in these areas, except for sites located in coastal high hazard areas (V Zones) or regulatory floodways, but must meet the following requirements:

(a) The existing structures must be flood-proofed or must have the lowest habitable floor and utilities elevated above both the 500-year floodplain and the 100-year floodplain according to FEMA’s best available data.

(b) The project must have an early warning system and evacuation plan that includes evacuation routing to areas outside of the applicable floodplains.

(c) Project structures in the 100-year floodplain according to FEMA’s best available data must obtain flood insurance under the National Flood Insurance Program. No activities or projects located within the 100-year floodplain may be assisted in a community that is not participating in or has been suspended from the National Flood Insurance Program.

Thank you,

Spencer

---

From: Donna Rickenbacker [mailto:donna@marqueconsultants.com]
Sent: Wednesday, August 15, 2018 1:52 PM
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Questionnaire

2019 Uniform Multifamily Application #19166

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

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

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

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

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

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

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

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

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

2019 Uniform Multifamily Application # 19166

Existing Development Name 18254

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

Describe the specific legally enforceable agreement being attached: See Attached

Provide the name of the Third Party: NEF

List the specific citation in the agreement that clearly denotes the Third Party has a legal right to withhold consent: Extracted Pages Attached

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

ATTACH PDF OF THE LEGALLY ENFORCEABLE AGREEMENT BEHIND THIS PAGE.
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet Documentation of Request for Consent Cover Page §11.9(c)(6)(A)(ii)

2019 Uniform Multifamily Application # 19166

Existing Development Name 18254

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

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

______________________________________________________________________________

ATTACH PDF OF THE REQUEST FROM THE APPLICANT OR AFFILIATE TO THE THIRD PARTY BEHIND THIS PAGE.
ii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party that they are denying an Existing Development from participation).

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

ATTACH PDF OF THE RESPONSE FROM THE THIRD PARTY THAT REFLECTS THEIR DECISION TO DENY THE REQUESTED CONSENT BEHIND THIS PAGE.
February 21, 2019

Donna Rickenbacker  
DWR Development Group, LLC  
6300 West Loop South, Suite 670  
Bellaire, Texas 77401

Re: 18254 – Somerset Lofts

Dear Ms. Rickenbacker,

It is our understanding that you are applying for 2019 Competitive Housing Tax Credit. This letter is in response to your request to place additional 811 Units in Somerset Lofts.

Somerset Lofts was awarded 2018 housing tax credits. DWR Somerset 18, LP (the “Owner”) entered into a Section 811 Owner Participation Agreement with TDHCA dated August 20, 2018 (the “811 OPA”) whereby the Owner agreed to set aside 10-units in Somerset Lofts for participation in the 811 Project Rental Assistance Program. The Owner selected readiness to proceed points in its 2018 application and as a result Somerset Lofts closed, funded and commenced construction on October 23, 2018. NEF Assignment Corporation, an affiliate of NEF is the equity investor partner (“Investor Partner”) and Capital One, National Association is the lender (“Lender”) in the transaction.

In connection with the closing of Somerset Lofts, the Owner entered into (a) an Amended and Restated Limited Partnership Agreement dated October 23, 2018 with the Investor Partner (“Amended LPA”), and (b) a Credit Support and Funding Agreement (Construction to Permanent) dated October 23, 2018 with Lender (“CSFA”). As stated in these agreements, the Investor Partner and Lender placed restrictions on the number of 811 units that can be placed in Somerset Lofts to the 10-units committed by the Owner in the 811 OPA. Specifically, please see the definition of “Section 811 Units” and Section 6.2.38 in the Amended LPA and the definition of “Section 811 Units” and Section 4.1(pp) in the CSFA expressly prohibiting the commitment of any more than the 10 units committed by the Owner in the 811 OPA. Please see the highlighted sections of the Amended LPA and CSFA attached hereto as Exhibit A and Exhibit B. Therefore, the Investor Partner unfortunately is denying your request to add additional Section 811 units above the 10-units that are already included in Somerset Lofts pursuant to the 811 OPA.
Sincerely,

NEF Assignment Corporation

[Signature]

Jason Aldridge, Vice President
SECTION 811 PROJECT RENTAL ASSISTANCE PROGRAM
OWNER PARTICIPATION AGREEMENT

This Section 811 Project Rental Assistance Program Owner Participation Agreement (the "Agreement") is entered into on this 20th day of August, 2018, by and between DWR Somerset 18 LP, a Texas Limited Partnership ("Owner") and the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA") (collectively, the "Parties") for participation in the TDHCA Section 811 Project Rental Assistance ("PRA") Program with regards to housing units on that certain multifamily rental housing properties consisting of a total of 10 units known as Somerset Lofts ("Eligible Multifamily Property") situated on real property located in the City of Houston, County of Harris, State of Texas.

The Parties enter into this Agreement in conjunction with the commitments made by the applicants of the following TDHCA Multifamily Housing Direct Loan Program Application(s) that were successfully awarded Direct Loan funds and/or a Competitive Housing Tax Credits ("HTC") to satisfy the requirements of 10 TAC §11.9 (c) (6) or 10 TAC §13.6(6) utilizing the Eligible Multifamily Property as the approved development to provide Section 811 PRA Program units:

<table>
<thead>
<tr>
<th>Application Number</th>
<th>Program: Direct Loan Funds or Competitive HTC</th>
<th>Proposed Development Name</th>
<th>Number of Section 811 PRA Program Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>18254</td>
<td>HTC</td>
<td>Somerset Lofts</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Section 811 PRA Program Units</td>
<td></td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

Each applicant for each application referenced above must provide the minimum number of Section 811 PRA Program units for each of their respective developments. The minimum number of Section 811 PRA Program units is generally 10 (ten) and is further specified in the Qualified Allocation Plan. However, the minimum number can be affected by the Integrated Housing Rule in 10 TAC 1.15 and one of the following depending upon the cycle year: 10 TAC §10.2014(16) for the 2017 cycle or 10 TAC §11.9(c)(6) for the 2018 HTC and 10 TAC §13.6(6) for 2018 multifamily direct loans.

Version 4: 2018
**Participating Developments**

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Federal Award ID</th>
<th>Duns NO.</th>
<th>FAIN</th>
<th>CFDA</th>
<th>Federal Award Date and Type</th>
<th>Number of Section 811 PRA Program Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somerset Lofts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

**Section 1**

**TERM**

This Agreement shall be effective on the date executed by the authorized representative for TDHCA and shall remain in full force and end on the date which is thirty (30) years from the date of execution or the expiration date of the Use Agreement, whichever period is longer, unless earlier terminated or amended in accordance with the provisions herein ("Term").

**Section 2**

**DEFINITIONS**

2.1 **General.** Unless the context clearly indicates otherwise, capitalized terms used shall have the meaning ascribed to them in 10 TAC Chapter 8 (as amended from time to time), the PROJECT RENTAL ASSISTANCE PROGRAM RULE, provided that certain capitalized terms used and not defined herein shall have the meanings ascribed to them in or for the purposes of the Program Requirements.

A. "**Assisted Units**" means rental units made available to or occupied by an Eligible Tenant in Eligible Multifamily Properties receiving assistance under 42 U.S.C. § 8013(b)(3)(A).

B. "**Contract Rent**" means the total amount of rent specified in the Rental Assistance Contract (RAC) as payable to the Owner for the Assisted Unit.

C. "**Cooperative Agreement**" means the Section 811 Project Rental Assistance Program Cooperative Agreement including all exhibits and attachments thereto, by and between TDHCA as "Grantee" and HUD, entered into as a condition to and in consideration of TDHCA's participation in the Section 811 Project Rental Assistance Program.

D. "**Eligible Applicant**" Means an Extremely Low-Income Person with Disabilities, between the ages of 18 and 62, and Extremely Low Income Families, which includes at least one Person with a Disability, who is between the ages of 18 and 62 at the time of admission. The Person with a Disability must be eligible for community-based, long-term care services as provided through Medicaid waivers, Medicaid state plan options, comparable state funded services or other appropriate services related to the type of disability(ies) targeted under the Inter-Agency Partnership Agreement.
E. “Eligible Families” or “Eligible Family” shall have the same meaning as “Eligible Tenant.”

F. “Eligible Multifamily Property” or “Eligible Multifamily Properties” means any new or existing property owned by a private or public nonprofit, or for-profit entity with at least five (5) housing units and as specifically identified in the first paragraph on page one of this Agreement.

G. “Eligible Tenant” means Eligible Applicants who are being referred to available Assisted Units in accordance with the Inter-Agency Partnership Agreement and for whom community-based, long-term care services are available at time of referral. Such services are voluntary; referral shall not be based on willingness to accept such services. Eligible Tenant also means an Extremely Low-Income Person with a Disability, between the ages of 18 and 62 at the time of referral, and Extremely Low-Income families, which includes at least one Person with a Disability, who is between the ages of 18 and 62 at the time of referral.

H. “Extremely Low-Income” means a household whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty percent (30%) of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. HUD’s income exclusions, as defined under 24 CFR §5.609 (as amended), apply in determining income eligibility and Eligible Tenant’s rent.

I. “HUD” means the U. S. Department of Housing and Urban Development.

J. “Inter-Agency Partnership Agreement” means the Inter-Agency Partnership Agreement between TDHCA and State Health and Human Services Medicaid Agency(ies) that provides a formal structure for collaboration to participate in TDHCA’s Section 811 Project Rental Assistance Program to develop permanent supportive housing for Extremely Low-Income Persons with Disabilities.

K. “Owner” means the entity that has or will have fee title or leasehold ownership interest in the Eligible Multifamily Property. Additionally, Owner means the entity named as such in the first paragraph on page 1 of this Agreement, its successors and assigns.

L. “Owner & Property Management Manual” means a set of guidelines designed to be an implementation tool for the Program, which allows the Owner and the Owner’s designated property manager to better administer the Program, which also includes adherence to the “Owner Occupancy Requirements” set forth in Section IV of HUD Notice H 2013-24.

M. “Participating Developments” means that the Owner has an ownership interest in the development and has agreed to commit a minimum number of Assisted Units to
Eligible Applicants and/or Eligible Families. The development is currently in existence, received a previous award from the TDHCA, and is an Eligible Multifamily Property.

N. **Persons with Disability** or **Persons with Disabilities** shall have the same meaning as defined under 42 U.S.C. §8013(k)(2) and 24 CFR §891.305.

O. **Program** means TDHCA’s Section 811 Project Rental Assistance Program under Section 811 of the Cranston-Gonzales National Affordable Housing Act [42 U.S.C. §8013(b)(3)(A)], as amended by the Frank Melville Supportive Housing Investment Act of 2010 (Public Law 111-374) designed to provide permanent supportive housing for Extremely Low-Income persons with disabilities receiving long term supports and services in the community.

P. **Program Requirements** means but is not limited to: (1) this Agreement; (2) Chapter 2306 of the Texas Government Code; (3) the applicable state program rules under Title 10, Part 1 of the Texas Administrative Code; (4) the Owner & Property Management Manual; (5) Part I of the Rental Assistance Contract attached as Exhibit 8 to the Cooperative Agreement; (6) Part II of the Rental Assistance Contract attached as Exhibit 9 to the Cooperative Agreement; (7) the Use Agreement; (8) Program Guidelines attached as Exhibit 5 to the Cooperative Agreement; (9) HUD Notice 2013-24 issued on August 23, 2013; (10) Section 811 of the Cranston-Gonzales National Affordable Housing Act [42 U.S.C. §8013(b)(3)(A)], as amended by the Frank Melville Supportive Housing Act of 2010 [Public Law 111-374]; (11) Consolidated and Further Continuing Appropriations Act of 2012 [Public Law 112-55]; (12) Notice of Funding Availability (NOFA) for Fiscal Year 2012 Section 811 Project Rental Assistance Program published on May 15, 2012; (13) Notice of Funding Availability (NOFA) for Fiscal Years 2013 Section 811 Project Rental Assistance Program published on March 4, 2014, and Technical Corrections to NOFA; and (14) all laws applicable to the Program.

Q. **Proposed Development** means the development proposes to be awarded funds or an allocation as part of a Multifamily direct loan application. The development will not house any of the 811 units under this Agreement.

R. **Rental Assistance Contract (RAC)** means the HUD contract (form HUD-92235-PRA and form HUD-92237-PRA) by and between TDHCA and the Owner of the Eligible Multifamily Property which sets forth additional terms, conditions and duties of the Parties with respect to the Eligible Multifamily Property and the Assisted Units.

S. **Rental Assistance Payments** means the payment made by TDHCA to Owner as provided in the Rental Assistance Contract. Where the Assisted Units are leased to an Eligible Tenant, the payment is the difference between the Contract Rent and the Tenant Rent. An additional payment is made to the Eligible Tenant when the Utility Allowance is greater than the Total Tenant Payment. A vacancy payment may be made to the Owner when an Assisted Unit is vacant, in accordance with the RAC and other Program Requirements.
T. **Target Population** means the specific group or groups of Eligible Applicants and Eligible Tenants described in TDHCA's Inter-Agency Partnership Agreement who are intended to be solely served or to be prioritized under TDHCA's Program.

U. **Tenant Rent** means the rent as defined in 24 CFR Part 5.

V. **Total Tenant Payment** means the payment as defined in 24 CFR Part 5.

W. **Utility Allowance** means the Utility Allowance as defined in 24 CFR Part 5.

X. **Use Agreement** means an agreement by and between TDHCA and Owner in the form prescribed by HUD under Exhibit 10 of the Cooperative Agreement (form HUD-92238-PRA) encumbering the Eligible Multifamily Property with restrictions and guidelines under the Program for operating Assisted Units during a thirty (30) year period, to be recorded in the official public property records in the county where the Eligible Multifamily Property is located.

**Section 3**

**OWNER'S OBLIGATIONS AND LIABILITIES**

3.1 **Legal Authority**

A. **Contractual Authority.** Owner assures and guarantees TDHCA that Owner possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Owner has obligated itself to perform under this Agreement.

B. **Signature Authority.** The person(s) signing and executing this Agreement on behalf of Owner does hereby warrant and guarantee that he/she is duly authorized by Owner to execute this Agreement on behalf of Owner and to validly and legally bind Owner to all the terms, performances, and provisions of this Agreement.

**Section 4**

**TDHCA OBLIGATIONS AND LIABILITIES**

4.1 **Program Funds** TDHCA shall not disburse Program funds under this Agreement until and unless the actual receipt by TDHCA of adequate federal or state funds to meet TDHCA's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, TDHCA shall notify Owner in writing within a reasonable time after such fact is determined. In that event, this Agreement shall terminate and neither TDHCA nor Owner shall have any further rights or obligations hereunder.

4.2 **TDHCA Point of Contact ("TDHCA POC")**

A. **Appointment.** TDHCA will appoint a staff person as the point of contact responsible for receiving the Program referrals from the referral agents. The current TDHCA POC is **Linda Perry** and can be reached at **linda.perry@tdhca.state.tx.us.** Alternatively, call/contact (provide general contact information.)
B. Responsibilities. The TDHCA POC will maintain the waiting list for all Assisted Units within Eligible Multifamily Properties. The TDHCA POC is responsible for the various functions detailed in the Inter-Agency Partnership Agreement for the Program and is the main point of contact for Owner.

C. Changes; New Appointment. Should the TDHCA POC change, TDHCA will make reasonable attempts to notify the Parties of the change in TDHCA POC in accordance with the notice provision in Section 10.15 of this Agreement.

4.3 Affirmative Marketing. TDHCA will be responsible for affirmatively marketing the Program to Eligible Applicants and will establish an affirmative fair housing marketing plan for its TDHCA Program which Owner will be required to follow when marketing Assisted Units.

Section 5
PERFORMANCE

5.1 Use and Occupancy of Eligible Multifamily Property

A. Use of Eligible Multifamily Property. During the Term of this Agreement, the Owner will commit to the Program a set aside for Eligible Applicants and make available for occupancy by Eligible Applicants on a continuous basis (10) Assisted Units under this Agreement and an additional (0) Assisted Units committed by development owners under the TDHCA Multifamily Housing Direct Loan Program Applications identified in the second paragraph of page one of this Agreement, for a total of (10) Assisted Units on the Eligible Multifamily Property.

1. Participating Developments will comply with 10 TAC §8.4.

2. The types (e.g., accessible) and the specific number of Assisted Units (e.g., units 101, 201, etc.) will be “floating” (flexible) depending on the needs of the Program and the availability of the Assisted Units on the Eligible Multifamily Property.

B. Occupancy Requirements.

1. Developments cannot exceed the integration requirements of 10 TAC §1.15 and 10 TAC §8.3(e). The maximum number of units a development can set aside (restrict), or have an occupancy preference for persons with disabilities, including Section 811 PRA units is twenty five percent (25%).

2. Owner is required to follow all applicable Program Requirements including but not limited to 10 TAC §8.7(d) and HUD Notice H 2013-24, Section 811 Project Rental Assistance (PRA) Occupancy Interim Notice.

C. Use Agreements. The Owner must execute the Use Agreement, as found in Exhibit 10 of the Cooperative Agreement, in accordance with 10 TAC §8.7(e).
5.2 Tenant Certifications, Reporting and Compliance

A. TRACS & EIV Systems. The Owner shall have appropriate software to access the Tenant Rental Assistance Certification System (TRACS) and the Enterprise Income Verification (EIV) System, in accordance with 10 TAC §8.7(f).

5.3 Tenant Selection and Screening

A. Target Population. TDHCA will screen Eligible Applicants for compliance with TDHCA’s Program Target Population criteria and do an initial screening for Program Requirements. The Inter-Agency Partnership Agreement describes the specific Target Population eligible for TDHCA’s Program. The Target Population can be revised with HUD approval.

B. Tenant Selection Plan. Upon the execution of this Agreement, the Owner will submit the Eligible Multifamily Property’s Tenant Selection Criteria, as defined by and in accordance with 10 TAC §10.610 (as amended), to TDHCA for approval. TDHCA will review the Tenant Selection Plan for compliance with existing Tenant Selection Criteria requirements and consistent with TDHCA’s Section 811 PRA Participant Selection Plan.

C. Tenant Eligibility and Selection. The Owner is responsible for ultimate eligibility and selection of an Eligible Tenant and will comply with 10 TAC §8.7(g). The TDHCA POC must be notified within three calendar days from when an applicant is notified that their application has been denied so that another Eligible Applicant can be referred.

5.4 Rental Assistance Contracts (“RAC”)

A. Applicability. If requested by TDHCA, the Owner shall enter into a RAC. The Owner shall comply with 10 TAC §8.7(h) regarding Rental Assistance Contracts. When an Owner is sent a RAC by TDHCA, the Owner of the participating Eligible Multifamily Property must return the completed RAC to TDHCA, with original signatures within thirty (30) calendar days. Failure to return the RAC may subject the Owner to administrative penalties under 10 TAC 2.302.

B. Notice. TDHCA agrees to provide written notice to the Owner if and when it intends to enter into a RAC with the Owner. This notice will serve as the 811 application start date.

C. Termination. Although TDHCA has discretion to terminate a RAC due to good cause, an Owner cannot opt-out of a RAC. The RAC survives a foreclosure, assignment, sale in lieu of foreclosure, or sale of the Eligible Multifamily Property, to the extent allowed by law.

D. Foreclosure of Eligible Multifamily Property. Upon foreclosure, assignment, sale in lieu of foreclosure, or sale of the Eligible Multifamily Property, to the extent allowed by law:
1. The RAC shall be transferred to new owner by contractual agreement or by the new owner’s consent to comply with the RAC, as applicable;

2. Rental Assistance Payments will continue uninterrupted in accordance with the terms of the RAC; and

3. Voluntary and involuntary transfers or conveyances of property must adhere to the ownership transfer process in 10 TAC §10.406, as amended, regarding Ownership Transfer requests

5.5 Advertising Materials  
Upon the execution of this Agreement, the Owner must provide materials for the purpose of advertising the Eligible Multifamily Property, including but not limited to:

A. Depictions of the units including floor plans

B. Brochures

C. Tenant Selection Criteria

D. House Rules

E. Number and size of available units

F. Number of units with accessible features (including, but not limited to units designed to meet Uniform Federal Accessibility Standards, the Fair Housing Act, or the Americans with Disabilities Act)

G. Documentation on access to transportation and commercial facilities

H. Onsite amenities

5.6 Leasing Activities

A. Segregation of Assisted Units.  
The Owner will comply with 10 TAC § 8.7(j) and must take actions or adopt procedures to ensure that the Assisted Units are not segregated to one area of a building (such as on a particular floor or part of a floor in a building) or in certain sections within the Eligible Multifamily Property.

B. Form of Lease.  
The Owner will use the HUD Section 811 PRA Model Lease (HUD-92236-PRA), Exhibit 11 of the Cooperative Agreement, for all Eligible Families once a RAC is signed. The initial lease will be for not less than one year.

C. Communication.  
Owners are required to document in writing all communication between the Eligible Tenant and the Owner, or Owner-designated agent regarding applications, notifications, evictions, complaints, non-renewals and move outs.

D. Lease Renewals and Changes.  
The Owner must notify TDHCA of renewals of leases with Eligible Families and any changes to the terms of the lease.
5.7 Construction Standards, Accessibility, Inspections and Monitoring

A. Construction Standards. Upon execution of a RAC, the Eligible Multifamily Property shall be required to conform to Uniform Physical Conditions Standards (UPCS) which is a uniform national standard established by HUD for housing that is decent, safe, sanitary, and in good repair. The site, building exterior, building systems, dwelling units and common areas of the Eligible Multifamily Property, as more specifically described in 24 CFR §5.703 must be inspected in any physical inspection of the property.

B. Inspection. Prior to occupancy, the Eligible Tenant must be given the opportunity to be present for the move-in unit inspection.

C. Accessibility. Owner must ensure that the Eligible Multifamily Property will meet or exceed the accessibility requirements under (1) 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973; (2) the Fair Housing Act Design Manual, (3) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189), as implemented by the U. S. Department of Justice regulations at 28 CFR Parts 35 and 36, and (4) the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100. However, Assisted Units can consist of a mix of accessible units for those persons with physical disabilities and non-accessible units for those persons without physical disabilities.

Section 6

RECORDS AND REPORTING

6.1 Retention and Accessibility of Records

A. Retention. Owner shall establish and maintain sufficient records at its regular place of business, as specified by TDHCA and in accordance with Program Requirements, including records that demonstrate that each Eligible Tenant and Eligible Family assisted with funds provided under this Agreement is income eligible in accordance with Program Requirements.

B. Accessibility. Owner agrees that TDHCA, HUD, the Auditor of the State of Texas, the United States General Accounting Office, the Comptroller of the United States, or any of their duly authorized representatives, shall have the right to access and to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by Owner pertaining to this Agreement. Owner agrees to maintain such records at its regular place of business.

C. Open Records. Owner acknowledges that TDHCA is subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and Owner agrees that funds received from the TDHCA are subject to the Texas Public Information Act and the exceptions to disclosure as provided under the Texas Public Information Act.

6.2 Reporting Requirements Owner shall submit to TDHCA such reports on the operation and performance of this Agreement as may be required by TDHCA, including but not
limited to the reports specified in this section. Owner shall provide TDHCA with all reports necessary for TDHCA's compliance with 24 CFR Part 5, or any other federal or state law or regulation.

Section 7
AUDITS AND MONITORING

7.1 Audits, Uniform Administrative Requirements, Cost Principles, and Program Income

A. Uniform Administrative Requirements. Uniform administrative requirements, cost principles, and audit requirements are set forth in Program Regulations. The expenditure threshold requiring an audit is currently $750,000 of Federal funds, but may be adjusted in accordance with the Office of Management and Budget regulations.

B. Audit. TDHCA reserves the right to conduct additional audits of the funds received and performances rendered under this Agreement. Owner agrees to permit TDHCA or its authorized representative to audit Owner's records and to obtain any documents, materials, or information necessary to facilitate such audit in compliance with the requirements of the Single Audit Act.

C. Program Income. Owner must have sufficient knowledge and experience to identify and account for program income as defined in 24 CFR Part 85 or 2 CFR §200.80, as applicable. All program income including interest earned on any award supported activity (i.e. if it generates program income it has to be accounted for whether it is paid to Owner or TDHCA or is used for a program purposes without pass back to Owner or TDHCA) is subject to the terms and conditions of the original grant and such U. S. Treasury rules as may apply. TDHCA will document receipt of program income, both principal and interest, and how the funds were used.

Section 8
TERMINATION; EVENT OF DEFAULT

8.1 Termination: Release. If TDHCA determines, in its sole authority, that due to lack of demand over a period of time for the Eligible Multifamily Property by households interested in participating in the Program, if adequate funding is not available to meet the financial needs of the Assisted Units, or other good cause exists to terminate all or part of the Agreement, TDHCA will notify the Owner that they have been released from some or all of the obligations associated with the Program and, if applicable, file a release of the Use Agreement in the property records.

8.2 Event of Default. Any of the following are events of default under this Agreement:

A. Any material failure by Owner to comply with this Agreement or the Program Requirements.
B. Any material misrepresentation by Owner at any time which, if known by TDHCA, would have resulted in the Owner not being able to participate in the Program or the Program funds not being disbursed.

C. If the Owner's corporate structure liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Owner's ability to perform under the terms of this Agreement or in accordance with the Program Requirements.

8.3 Remedies If an event of default is not remedied by Owner, TDHCA may take any of the following actions:

A. Terminate this Agreement and may assume Owner's rights and obligations under the RAC.

B. Temporarily suspend disbursing any Program funds to Owner.

C. Suspend any Program funds held by Owner.

D. Impose any special additional requirements or conditions on the Owner.

Section 9
CROSS-CUTTING FEDERAL REQUIREMENTS

Section 9.1 Environmental Laws and Regulations

A. Compliance with Laws and Regulations. Owner must comply with, as applicable, any federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Land or the Improvements, including without limitation, the following, as now or hereafter amended:

2. Insecticide Fungicide and Rodenticide Act (7 U.S.C.A. §136 et seq.);
8. Clean Air Act (42 U.S.C.A. §7401 et seq.) ("CAA");
9. Federal Water Pollution Control Act and amendments (33 U.S.C.A. §1251 et seq.) ("Clean Water Act" or "CWA");
10. Any corresponding state laws or ordinances including but not limited to Chapter 26 of the Texas Water Code regarding Water Quality Control;
12. Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act (Chapter 363 of the Texas Health & Safety Code);
13. County Solid Waste Control Act (Chapter 364 of the Texas Health & Safety Code);
14. Texas Clean Air Act (Chapter 382 of the Texas Health & Safety Code);
15. Hazardous Communication Act (Chapter 302 of the Texas Health & Safety Code); and
16. Regulations, rules, guidelines, or standards promulgated pursuant to such laws, statute and regulations, as such statutes, regulations, rules, guidelines, and standards, as amended from time to time.

B. Environmental Review. The environmental effects of each activity carried out with funds provided under this Agreement must be assessed in accordance with the provisions of the Program Requirements, National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §432 et. seq.). Each such activity must have an environmental review completed and support documentation prepared in accordance with 10 TAC §10.305 complying with the NEPA, including screening for vapor encroachment following American Society for Testing and Materials ("ASTM") 2600-10.

9.2 Lead-Based Paint Housing assisted with Program funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations Title X of the 1992 Housing and Community Development Act at 24 CFR Part 35, (including subparts A, B, J, K, M and R). Owner shall also comply with the Lead: Renovation, Repair, and Painting Program Final Rule, 40 CFR Part 745 and Response to Children with Environmental Intervention Blood Lead Levels. Failure to comply with the lead-based paint requirements may be subject to sanctions and penalties pursuant to 24 CFR §35.170.

9.3 Limited English Proficiency Owner shall comply with the requirements in Executive Order 13166 of August 11, 2000, reprinted at 65 FR 50121, August 16, 2000 Improving Access to Services for Persons with Limited English Proficiency and 67 FR 41455. To ensure compliance the Owner must take reasonable steps to insure that LEP persons have meaningful access to the program and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

9.4 Procurement of Recovered Materials Owner, its subrecipients, and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a
satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


9.6 **Nondiscrimination, Fair Housing, Equal Access and Equal Opportunity**

A. **Equal Opportunity.** The Owner agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 66.

B. **Fair Housing Poster.** The Owner is required to place a fair housing poster (HUD-928.1 and HUD-9281.4A) provided by TDHCA in the leasing office, online, or anywhere else rental activities occur pursuant to 24 CFR §200.620(c). A copy of the poster in Spanish and in English can be found at http://www.tdhca.state.tx.us/section-811-pra/participating-agents.htm.

C. **Nondiscrimination Laws.** Owner shall ensure that no person shall, on the grounds of race, color, religion, sex, disability, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any Program or activity funded in whole or in part with funds provided under this Agreement. Owner shall follow Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.), the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.) and its implementing regulations at 24 CFR Part 146, Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U.S. Department of Justice at 28 CFR Parts 35 and 36, Section 527 of the National Housing Act (12 U.S.C. §1701z-22), the Equal Credit Opportunity Act (15 U.S.C. §1691 et seq.), the Equal Opportunity in Housing (Executive Order 11063 as amended by Executive Order 12259) and it implementing regulations at 24 CFR Part 107 and The Fair Housing Act (42 U.S.C. §3601 et seq.), as implemented by HUD at 24 CFR Part 100-115.

D. **Affirmatively Furthering Fair Housing.** By Owner's execution of the Agreement and pursuant to Section 808(c)(5) of the Fair Housing Act, Owner agrees to use funds in a manner that follows the State of Texas' "Analysis of Impediments" or "Assessment of Fair Housing", as applicable and as amended, and will maintain records in this regard.

E. **Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.** Subpart I. of 24 CFR Part 5 shall apply to the Assisted Units in Eligible Multifamily Properties.
9.7 **Security of Confidential Information.**

A. **Systems Confidentiality Protocols.** Owner must undertake customary and industry standard efforts to ensure that the systems developed and utilized under this Agreement protect the confidentiality of every Eligible Applicants’ and Eligible Tenants’ personal and financial information, both electronic and paper, including credit reports, whether the information is received from the Eligible Applicants’, Tenants’ or from another source. Owner must undertake customary and industry standard efforts so that neither they nor their systems vendors disclose any Eligible Applicants’ or Tenants’ personal or financial information to any third party, except for authorized personnel in accordance with this Agreement.

B. **Protected Health Information.** If Owner collects or receives documentation for disability, medical records or any other medical information in the course of administering the Program, Owner shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104–191, 110 Stat. 1936, enacted August 21, 1996) the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164). When accessing confidential information under this Program, Owner hereby acknowledges and further agrees to comply with the requirements under the Interagency Data Use Agreement between TDHCA and the Texas Health and Human Services Agencies dated October 1, 2015, as amended.

9.8 **Prevention of Trafficking.** Owner and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 et seq.). If Owner or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, TDHCA may terminate this Agreement and Owner hereby agrees and acknowledges that upon termination, Owner’s rights to any funds shall be terminated.

**Section 10**

**GENERAL PROVISIONS**

10.1 **Dispute Resolution; Conflict Management**

A. **Eligible Tenant Disputes.** The Owner or Owner’s representative is required to participate in a Dispute Resolution process, as required by HUD, to resolve an appeal of an Eligible Tenant dispute with the Owner.

B. **Agreement Disputes.** In accordance with Section 2306.082 of the Texas Government Code, it is the TDHCA’s policy to encourage the use of appropriate alternative dispute resolution procedures (“ADR”) under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the TDHCA and the use of negotiated rulemaking procedures for the adoption
of TDHCA rules. As described in Chapter 154 of the Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by TDHCA’s ex parte communications policy, TDHCA encourages informal communications between TDHCA staff and the Owner, to exchange information and informally resolve disputes. TDHCA also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Owner would like to engage TDHCA in an ADR procedure, the Owner may send a proposal to TDHCA’s Dispute Resolution Coordinator. For additional information on TDHCA’s ADR policy, see TDHCA’s Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

C. Conflict Management. The purpose of the Conflict Management process is to address any concerns that Owner or Owner’s agent or representative may have with an Eligible Family. At any time, an Eligible Family may choose to give consent to their Section 811 service coordinator to work directly with the property manager of the Eligible Multifamily Property. However, such consent cannot be made a condition of tenancy.

10.2 Faith Based Activities

None of the performances rendered by Owner under this Agreement shall involve, and no direct funds received by Owner under this Agreement shall be used in support of any explicitly religious activity, such as worship, religious instruction, or proselytization. Any explicitly religious activity engaged in by Owner must be separate in time or location from the programs or services supported under this Agreement.

10.3 Political Aid and Legislative Influence Prohibited

A. None of the funds provided under this Agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of the Developer from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Agreement may be used directly or indirectly to fund or support candidates for the legislative, executive, or judicial branches of government of the State of Texas or the government of the United States.

10.4 Certification Regarding Lobbying. Owner and each of its tiers shall comply with the restrictions on lobbying governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) by executing the Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements attached hereto as Addendum A and incorporated herein for all relevant purposes.

10.5 Compliance with Federal, State and Local Laws. Owners shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any
court or administrative body or tribunal related to the activities and performances of Owner under this Agreement including, but not limited to (i) the Program Requirements, (ii) the federal laws under Part B, “Grantee Requirements,” of the Program Guidelines attached as Exhibit 5 of the Cooperative Agreement, (iii) Cross-Cutting Federal Requirements in Section 9 of this Agreement, (iv) the Environmental Laws and Regulations in Section 9.1 of this Agreement and (v) the Nondiscrimination, Fair Housing, Equal Access and Equal Opportunity laws in Section 9.6 of this Agreement.

10.6 **Litigation and Claims**

A. **Notice.** Owner shall give TDHCA immediate notice, in writing, of the occurrence of any of the following events:

1. any action, including any proceeding before an administrative agency, filed against Owner in connection with this Agreement; and

2. any claim against Owner, the cost and expense of which Owner may be entitled to be reimbursed by TDHCA.

B. **Copies of Relevant Documents.** Except as otherwise directed by TDHCA, Owner shall furnish immediately to TDHCA copies of all pertinent papers received by Owner with respect to such action or claim.

10.7 **Oral and Written Agreements** All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

10.8 **Assignment** This Agreement is entered into by and between TDHCA and Owner. Accordingly, it is not assignable by Owner without the prior written consent and agreement of the TDHCA, which consent may be withheld in its sole discretion.

10.9 **Severability** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be and remain in full force and effect and construed so as best to effectuate the intent of the Parties.

10.10 **Time is of the Essence** Time is of the essence with respect to Owner’s compliance with all agreements, terms and obligations under this Agreement.

10.11 **Force Majeure** If the obligations, including construction or rehabilitation of the improvements, are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines,
embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

10.12 Changes and Amendments

A. Except as specifically provided otherwise in this Agreement or in the Program Requirements, any changes, additions, or deletions to the terms of this Agreement shall be in writing and executed by both Parties to this Agreement.

B. Any changes, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law, or regulations, are automatically incorporated into this Agreement without the requirement of a written amendment hereto, and shall become effective on the date designated by such law or regulation.

10.13 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.14 Facsimile Signatures

A. Signed signature pages may be transmitted by facsimile or electronic transmission, and any such signature shall have the same legal effect as an original. An executed facsimile or email copy will be sufficient to evidence the Parties’ agreement to any amendment, revision or change to this Agreement if it is made on a form provided by the TDHCA. If any party returns a copy by facsimile machine, the signing party intends the copy of its authorized signature printed by the receiving machine to be its original signature. If any party returns a copy by email, the signing party intends the copy of its authorized signature emailed to the receiving email to be its original signature.

B. A facsimile or electronic copy executed by both Parties will be sufficient to evidence the Parties agreement to any amendment, revision or change to this Agreement. If any Party returns this copy by facsimile machine or electronically, the signing party intends the copy of its authorized signature printed by the receiving machine, or the electronic copy, to be its original signature.

10.15 Notice

A. If notice is provided concerning this Agreement, notice may be given at the following (herein referred to as “Notice Address”):
1. As to TDHCA:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas  78711-3941
Attention: Spencer Duran
Telephone: (512) 475-1784
Fax: (512) 475-3935

2. As to Owner:

_DWR Somerset 18 LP_
_c/o DWR Development Group, LLC_

Attention: Donna Rickenbacker
Telephone: (713) 560-0068
E-mail address: Donna@MarqueConsultants.com

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 10.15.

10.16 **Number; Gender** Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

10.17 **Venue and Jurisdiction** This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any litigation regarding this Agreement shall be fixed in any court of competent jurisdiction in Travis County, Texas; provided, however, the foregoing shall not be construed as a waiver by either party of sovereign immunity, official immunity or any other immunity or defense provided by law.

10.18 **Third Party Rights** Nothing in this Agreement shall be construed as creating any right or any third party to enforce any provision of the Agreement, or to assert any claim against HUD or TDHCA.

10.19 **Limitation on Abortion Funding** Pursuant to Section 6.25 of Article IX of SB 1, 85th Legislature, Regular Session (2017) ("General Appropriations Act"), to the extent allowed by federal and state law, money appropriated by the General Appropriations Act for state fiscal year 2018 and 2019 may not be distributed to any individual or entity that, during the period for which funds under this General Appropriations Act are appropriated:

A. Performs an abortion procedure that is not reimbursable under the State’s Medicaid program;

B. Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or
C. Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State's Medicaid program. This limitation on funding does not apply to a hospital licensed under Chapter 241 of the Health & Safety Code, a State hospital, a State-owned teaching hospital, a teaching hospital, a residency program accredited for medical education, or an office exempt under Section 254.004(2) of the Health and Safety Code.

By execution of this Agreement, the Owner certifies that the individual or business entity named in this Agreement, as a condition of receipt of any appropriated funds, is not ineligible to receive funds appropriated under the General Appropriations Act, and that it will not utilize appropriated funds in any way contrary to this Section 10.19 during the Term of this Agreement. Owner further acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the dates written below.

TDHCA:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: ___________________________
Name: TIMOTHY K. IRVINE
Its duly authorized officer or representative

Date: September 10, 2018

OWNER:

DWR Somerset 18 LP
(Entity Name)

Texas limited partnership
(Entity Type)

By: ----------------------------
Name: Donna Rickenbacker
Date: 8/20/18
Title: Managing Member of General Partner
The undersigned hereby certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
OWNER:

DWR Somerset 18 LP, a Texas limited partnership

By: DWR Somerset GP LLC, a TX Limited Liability Company
   its General Partner

By: Donna Rickenbacker
Name: Donna Rickenbacker
Title: Sole Member of Managing Member of General Partner

Date: August 20, 2018
ADDENDUM B
Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the U.S. Department of Health and Human Services, the central point is Division of Grants Management and Oversight, Office of Management and Acquisition, U.S. Department of Health and Human Services, Room S17-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted—

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

1. 8506 Hempstead Rd, Houston, Texas 77008
2. 
3. 
4. 

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Owner does not identify the workplaces at the time of application, or upon award, if there is no application, the Owner must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Owner's drug-free workplace requirements.

If it is later determined that Owner knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, TDHCA, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

OWNER:

DWR Somerset 18 LP, a Texas limited partnership

By: DWR Somerset GP LLC, a TX Limited Liability Company
    its general partner

By: 
    Name: Donna Rickenbacker
    Title: sole Member of Managing Member of General Partner
    Date: August 20, 2018
AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
DWR SOMERSET 18 LP, A TEXAS LIMITED PARTNERSHIP
OCTOBER 23, 2018

GENERAL PARTNER: DWR Somerset GP, LLC
6300 West Loop South
Suite 670
Bellaire, Texas 77401

LIMITED PARTNER: NEF Assignment Corporation, as nominee
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606

Partnership’s FEIN: 38-4066184
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>RECITALS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARTICLE 1: DEFINITIONS</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>ARTICLE 2: ORGANIZATION</strong></td>
<td>20</td>
</tr>
<tr>
<td>Section 2.1 Continuation of Partnership</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.2 Character and Purpose of Business</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.3 Name of Partnership</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.4 Principal Place of Business</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.5 Principal Office</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.6 Agent for Service of Process</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.7 Name and Address of General Partner</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.8 Name and Address of Limited Partner</td>
<td>20</td>
</tr>
<tr>
<td>Section 2.9 Governmental Filings</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.10 Term of Partnership</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.11 Compliance with Laws</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.12 Statutory Record Keeping</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.13 Related Party Debt</td>
<td>21</td>
</tr>
<tr>
<td>Section 2.14 Non-Confidential Tax Shelter</td>
<td>22</td>
</tr>
<tr>
<td>Section 2.15 Definitions</td>
<td>22</td>
</tr>
<tr>
<td><strong>ARTICLE 3: CAPITAL CONTRIBUTIONS AND PARTNER LOANS</strong></td>
<td>23</td>
</tr>
<tr>
<td>Section 3.1 General Partner’s Capital Contributions</td>
<td>23</td>
</tr>
<tr>
<td>Section 3.2 Limited Partner’s Capital Contributions</td>
<td>23</td>
</tr>
<tr>
<td>Section 3.3 Security Agreement</td>
<td>29</td>
</tr>
<tr>
<td>Section 3.4 Interest on Capital Contributions</td>
<td>30</td>
</tr>
<tr>
<td>Section 3.5 Withdrawal and Return of Capital Contributions</td>
<td>30</td>
</tr>
<tr>
<td>Section 3.6 Capital Accounts</td>
<td>30</td>
</tr>
<tr>
<td>Section 3.7 Partnership Loans</td>
<td>31</td>
</tr>
<tr>
<td>Section 3.8 Additional Capital Contributions</td>
<td>32</td>
</tr>
<tr>
<td>Section 3.9 Limited Partner’s Withdrawal Option</td>
<td>32</td>
</tr>
<tr>
<td>Section 3.10 Additional Provisions Concerning Capital Contributions</td>
<td>32</td>
</tr>
<tr>
<td><strong>ARTICLE 4: ALLOCATION OF PROFITS, LOSSES AND TAX CREDITS</strong></td>
<td>34</td>
</tr>
</tbody>
</table>
Section 4.1 Profit and Loss Allocations .................................................................34
Section 4.2 Special Allocations ........................................................................34
Section 4.3 Timing of Allocations ....................................................................38
Section 4.4 Other Allocation Rules ..................................................................38
Section 4.5 Tax Effect of Allocations .................................................................38
Section 4.6 Limitations on Allocations ...............................................................39
ARTICLE 5: DISTRIBUTIONS .............................................................................40
Section 5.1 Distribution of Cash Flow ...............................................................40
Section 5.2 Net Cash from Sales and Refinancings ........................................41
Section 5.3 Timing of Distributions .................................................................41
Section 5.4 Treatment of Distributions ............................................................42
Section 5.5 Failure to Make Tax Elections .....................................................42
Section 5.6 Use of Remaining Construction Contingency and Cost Savings ....42
ARTICLE 6: POWERS, RIGHTS AND DUTIES OF GENERAL PARTNER ..........43
Section 6.1 Management of Partnership ..........................................................43
Section 6.2 Restrictions on General Partner’s Authority ................................43
Section 6.3 Representations, Warranties and Covenants of the General Partner .........................................................................................47
Section 6.4 Specific Obligations of General Partner .........................................59
Section 6.5 Fees for Services Rendered ............................................................70
Section 6.6 Outside Ventures of Partners .........................................................71
Section 6.7 Dealing With Affiliates ....................................................................72
SECTION 6.8 INDEMNIFICATION OF PARTNERSHIP AND LIMITED PARTNER ........................................................................................................72
Section 6.9 Credit Adjusters .............................................................................74
Section 6.10 Publicity and Promotional Events ...............................................78
Section 6.11 Intentionally Omitted ....................................................................79
Section 6.12 Partnership Representative Rules .................................................79
ARTICLE 7: POWERS, RIGHTS AND DUTIES OF LIMITED PARTNER .............80
Section 7.1 Limitation of Liability .....................................................................80
Section 7.2 No Participation in Management ...................................................80
ARTICLE 8: ACCOUNTING AND FISCAL AFFAIRS ........................................81
Section 8.1 Books of Account ..........................................................................81
Section 8.2 Management Reports ....................................................................81
Appendix I - Projections

Exhibit A – Purchase Option and Right of First Refusal

Exhibit B – Form of Final Lien Waiver and Release

Exhibit C – Form of General Partner Certification

Exhibit D – Development Fee Agreement

Exhibit E – Guaranty
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

DWR SOMERSET 18 LP,

a Texas limited partnership

October 23, 2018

This Amended and Restated Limited Partnership Agreement (this “Partnership Agreement”) of DWR Somerset 18 LP, a Texas limited partnership (the “Partnership”), dated and effective as of the date first set forth above, is entered into by and between DWR Somerset GP, LLC, a Texas limited liability company (the “General Partner”), and NEF Assignment Corporation, as nominee, an Illinois not-for-profit corporation (the “Limited Partner”).

RECITALS

In this Partnership Agreement, terms in initial capital letters that are not defined elsewhere shall have the meanings given to them in Article 1.

The Partnership was formed as a limited partnership under the Act pursuant to the Certificate of Limited Partnership and the Initial Agreement. The purposes of this Partnership Agreement are to (i) provide for the organization and continuation of the Partnership, (ii) provide for the admission of NEF Assignment Corporation, as nominee, as the Limited Partner, (iii) provide for the withdrawal of the Initial Limited Partner as a partner, and (iv) set forth more fully the rights, obligations, and duties of the Partners (as hereinafter defined).

Accordingly, it is agreed that the Initial Agreement is hereby amended and restated in its entirety by this Partnership Agreement.

ARTICLE 1: DEFINITIONS

The capitalized words and phrases used in this Partnership Agreement shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

“10% Test” means the determination, made in accordance with Section 42(h)(1)(E) of the Code, that the Partnership’s basis in the Project is greater than ten percent (10%) of the Partnership’s reasonably expected basis in the Project as of the end of the second calendar year following the calendar year in which the Partnership receives an allocation of Tax Credits for the Project by the State Housing Finance Agency.

“Accountant” means Novogradac or such certified public accountant as is selected by the General Partner with the prior written approval of the Limited Partner or identified by the Limited Partner pursuant to Section 8.6.3 herein.
“Second Installment” has the meaning set forth in Section 3.2.2 of this Partnership Agreement.

“Section 163(j)(7)(B) Election” means the election made by the Partnership under Section 163(j)(7)(B) of the Code to allow the Partnership to take interests deductions, as reflected in the Projections.

“Section 811 Participation Agreement” means that certain Section 811 Project Rental Assistance Program Owner Participation Agreement, dated August 20, 2018, entered into by and between the Partnership and the THDCA for participation in the THDCA Section 811 Project Rental Assistance Program.

“Section 811 Program” means the Section 811 Supportive Housing for Persons with Disabilities program, which is a HUD supportive housing program that assists the lowest income people with significant and long-term disabilities to live independently in the community by providing affordable housing linked with voluntary services and supports.

“Section 811 RAC” means a Section 811 Rental Assistance Contract, that when and if it is executed between the Partnership and TDHCA, TDHCA will provided rental assistance for the Section 811 Units (subject to continued HUD appropriations and no changes in or termination of the Section 811 Program) for up to ten (10) units, as agreed to in the Section 811 Participation Agreement.

“Section 811 Units” means, if required, up to ten (10) Residential Units that that will be set aside and operated under the Section 811 Program, but in no event shall there be more than ten (10) Section 811 units.

“Sponsor” means DWR Development Group, LLC, a Texas limited liability company.

“Stabilized Occupancy” means the date upon which all of the following conditions are satisfied: (a) after Construction Completion, at least 90% of the Residential Units have been occupied for a period of three (3) consecutive months; and (b) the Gross Cash Receipts for any three (3) consecutive calendar months after Construction Completion from those Residential Units collectively equal or exceed an amount sufficient to yield a Debt Service Coverage Ratio of not less than 1.15 during each month of such three (3) consecutive month period based upon the Operational Costs of the Partnership and the required monthly payment of principal and interest provided for under the draft Permanent Loan Documents.

“State Housing Finance Agency” means the TDHCA, which is the agency controlling the allocation of Tax Credits and administering the Tax Credits for the Project State.

“Subordinate Cash Flow Lender” means those lenders, together with any successors or assigns in such capacity, reasonably acceptable to the Limited Partner, that are expected to make the Subordinate Cash Flow Loan.

“Subordinate Cash Flow Loan” means those loans expected to be made from the following lenders in the amounts set forth after their names, which do not have any required payments from Gross Cash Receipts:*
6.2.36 File or cause to be filed on behalf of the Partnership a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, liquidation, dissolution or similar relief under any statute, law, rule, or regulation;

6.2.37 Cause the conversion, merger, or consolidation of the Partnership into or with another entity; and

6.2.38 Commit any additional Residential Units under the Section 811 Program other than the Section 811 Units in excess of those committed pursuant to the 2018 Tax Credit Application.

The Limited Partner may specify conditions for its review of any matter requiring Limited Partner consent hereunder, including without limitation payment of fees to the Limited Partner and reimbursement of third party costs related to such review.

Section 6.3 Representations, Warranties and Covenants of the General Partner.

As an inducement to the Limited Partner to enter into this Partnership Agreement, and in addition to the representations, warranties, and covenants set forth elsewhere in this Partnership Agreement, each of the General Partners (if there is more than one) hereby makes the following representations, warranties, and covenants to and with the Limited Partner. All of the representations and warranties are deemed given as of the date hereof and as of every date thereafter throughout the term of the Partnership’s existence and may be relied upon by counsel to the Limited Partner in connection with the Limited Partner’s investment in the Partnership. In addition, the General Partners (if there is more than one) hereby agree that all of the representations, warranties, and covenants made herein may be relied upon by the Limited Partner’s tax counsel in rendering its tax opinion to the Limited Partner. The General Partner shall fully comply with and abide by all of these covenants at all times throughout the term of the Partnership’s existence.

6.3.1 The Partnership has received an allocation or a reservation (and has or will timely comply with all requirements necessary to receive an allocation) of Tax Credits in an amount that will deliver no less than the Projected Tax Credits to the Limited Partner, and will timely comply with all requirements set forth in the Carryover Allocation Agreement and the QAP (to the extent applicable);

6.3.2 At all times following the completion of the contemplated improvements to the Project Property, the General Partner shall operate the Project Property in order to qualify One Hundred Twenty (120) of the Residential Units in the Project Property for the Tax Credit with one-hundred percent (100%) of the tenants thereof qualifying under the appropriate income and rent restrictions of Section 42 of the Code as the same may be modified pursuant to the Extended Use Agreement (assuming no repeal or amendment of Section 42 of the Code renders such qualification impracticable), and in all other respects shall comply with the provision of Section 42 of the Code;

6.3.3 To the best of the General Partner’s knowledge after due inquiry, and except as otherwise disclosed and certified in writing to the Limited Partner prior to the date of this Partnership Agreement, there are no actions, suits, or proceedings pending
12.12.2 **Removal for Cause.** The General Partner, by the execution hereof, hereby irrevocably constitutes and appoints the Limited Partner its true and lawful attorney-in-fact, with full power and authority in its name, place, and stead, to execute and acknowledge under oath, swear to, and, if necessary, deliver, file, and record at the appropriate public offices such documents as may be required by law to carry out the provisions of Section 10.6 of this Partnership Agreement, including without limitation:

(i) all certificates and other instruments, including any certificate of limited partnership and any amendment thereto, that are required to remove the General Partner from its role as general partner and replace it with a substitute general partner;

(ii) all amendments to this Partnership Agreement required to remove the General Partner from its role as general partner and replace it with a substitute general partner; and

(iii) all other certificates, documents, amendments, and instruments required to effectuate the provisions of Section 10.6 hereof.

The appointment by the General Partner of the Limited Partner as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under this Partnership Agreement will be relying upon the power of the Limited Partner to act as contemplated by Section 10.6 hereof in any filing and other action by it on behalf of the Partnership. The foregoing power of attorney shall survive the dissolution and termination of the General Partner or the assignment by the General Partner of the whole or any part of its interest hereunder.

**Section 12.13 Third-Party Beneficiary.** The parties hereto hereby acknowledge and agree that the Asset Manager is a third-party beneficiary of this Partnership Agreement.

[Remainder of this page intentionally left blank.]
The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

<table>
<thead>
<tr>
<th>GENERAL PARTNER:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DWR SOMERSET GP, LLC</strong>, a Texas limited liability company,</td>
</tr>
<tr>
<td>By: DWR Development Group, LLC, a Texas limited liability company, its sole member</td>
</tr>
<tr>
<td>By: Donna W. Rickenbacker, Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIMITED PARTNER:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEF ASSIGNMENT CORPORATION</strong>, an Illinois not-for-profit corporation, as nominee</td>
</tr>
<tr>
<td>By: __________________</td>
</tr>
<tr>
<td>Name: __________________</td>
</tr>
<tr>
<td>Its: __________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INITIAL LIMITED PARTNER:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DONNA W. RICKENBACKER</strong>, an individual</td>
</tr>
<tr>
<td>__________________</td>
</tr>
<tr>
<td>Donna W. Rickenbacker, an individual</td>
</tr>
</tbody>
</table>
The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

<table>
<thead>
<tr>
<th>GENERAL PARTNER:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DWR SOMERSET GP, LLC</strong>, a Texas limited liability company,</td>
</tr>
<tr>
<td>By: DWR Development Group, LLC, a Texas limited liability company, its sole member</td>
</tr>
<tr>
<td>By: ___________________________________</td>
</tr>
<tr>
<td>Donna W. Rickenbacker, Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LIMITED PARTNER:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEF ASSIGNMENT CORPORATION</strong>, an Illinois not-for-profit corporation, as nominee</td>
</tr>
<tr>
<td>By: [Signature]</td>
</tr>
<tr>
<td>Name: Judy Schneider</td>
</tr>
<tr>
<td>Its: Senior Vice President</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>INITIAL LIMITED PARTNER:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DONNA W. RICKENBACKER</strong>, an individual</td>
</tr>
<tr>
<td>Donna W. Rickenbacker, an individual</td>
</tr>
</tbody>
</table>
CREDIT SUPPORT AND FUNDING AGREEMENT
(CONSTRUCTION TO PERMANENT)

BY

AND

BETWEEN

DWR SOMERSET 18 LP
as "Borrower"

AND

CAPITAL ONE, NATIONAL ASSOCIATION
as "Bank"

DATED OCTOBER 23, 2018
TABLE OF CONTENTS

I. DEFINITIONS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Definitions and Reference Terms</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>Accounting Terms</td>
<td>19</td>
</tr>
<tr>
<td>1.3</td>
<td>Other Terms</td>
<td>19</td>
</tr>
<tr>
<td>1.4</td>
<td>References</td>
<td>19</td>
</tr>
<tr>
<td>1.5</td>
<td>Sections</td>
<td>19</td>
</tr>
<tr>
<td>1.6</td>
<td>Number and Gender</td>
<td>20</td>
</tr>
<tr>
<td>1.7</td>
<td>Incorporation of Exhibits</td>
<td>20</td>
</tr>
<tr>
<td>1.8</td>
<td>Certain Other Matters of Construction</td>
<td>20</td>
</tr>
</tbody>
</table>

II. LOAN COMMITMENT

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Loan</td>
<td>20</td>
</tr>
<tr>
<td>2.2</td>
<td>Loan Purpose</td>
<td>22</td>
</tr>
<tr>
<td>2.3</td>
<td>Recourse</td>
<td>27</td>
</tr>
<tr>
<td>2.4</td>
<td>Fees</td>
<td>24</td>
</tr>
<tr>
<td>2.5</td>
<td>Equity</td>
<td>26</td>
</tr>
<tr>
<td>2.6</td>
<td>Payment of Contractor Overhead and Profit</td>
<td>24</td>
</tr>
<tr>
<td>2.7</td>
<td>Payment of Developer Fees and/or Overhead</td>
<td>25</td>
</tr>
<tr>
<td>2.8</td>
<td>Reallocation of Budget</td>
<td>25</td>
</tr>
<tr>
<td>2.9</td>
<td>Termination of Guaranties</td>
<td>28</td>
</tr>
<tr>
<td>2.10</td>
<td>Cash Flow</td>
<td>26</td>
</tr>
<tr>
<td>2.11</td>
<td>Interest Reserve</td>
<td>26</td>
</tr>
<tr>
<td>2.12</td>
<td>LURA</td>
<td>27</td>
</tr>
<tr>
<td>2.13</td>
<td>Renewal Option</td>
<td>23</td>
</tr>
<tr>
<td>2.14</td>
<td>Termination of Guaranties</td>
<td>23</td>
</tr>
<tr>
<td>2.15</td>
<td>AHP Loan</td>
<td>23</td>
</tr>
</tbody>
</table>

III. REPRESENTATIONS AND WARRANTIES

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Representations and Warranties of Borrower</td>
<td>28</td>
</tr>
</tbody>
</table>

IV. AFFIRMATIVE COVENANTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Covenants of Borrower</td>
<td>33</td>
</tr>
<tr>
<td>4.2</td>
<td>Assignment of Plans</td>
<td>51</td>
</tr>
<tr>
<td>4.3</td>
<td>Assignment of Construction Contracts</td>
<td>53</td>
</tr>
</tbody>
</table>

V. NEGATIVE COVENANTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>Negative Covenants</td>
<td>54</td>
</tr>
</tbody>
</table>

VI. CONDITIONS TO LOAN

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.1</td>
<td>Conditions to Closing of the Loan</td>
<td>60</td>
</tr>
<tr>
<td>6.2</td>
<td>Advances During Construction Phase</td>
<td>68</td>
</tr>
<tr>
<td>6.3</td>
<td>Disbursement Procedures and Requirements</td>
<td>70</td>
</tr>
<tr>
<td>6.4</td>
<td>Delivery of Requests for Payments</td>
<td>71</td>
</tr>
<tr>
<td>6.5</td>
<td>Obligation for Further Disbursements</td>
<td>71</td>
</tr>
</tbody>
</table>
6.6 Conditions to Final Disbursement for Retainage ........................................... 71
6.7 Conversion ........................................................................................................... 76
6.8 Construction Consultant ..................................................................................... 78
6.9 No Liability For Tax Consequences .................................................................... 79
6.10 Consent to Sharing of Information ..................................................................... 79

VII. DEFAULTS AND REMEDIES ........................................................................... 79
7.1 Events of Default ................................................................................................. 79
7.2 Termination of Obligations .................................................................................. 85
7.3 Rights and Remedies ........................................................................................... 85
7.4 Due on Sale ........................................................................................................... 86
7.5 Notice and Cure Rights of Investor Limited Partner ........................................... 88

VIII. MISCELLANEOUS .............................................................................................. 89
8.1 Bank Approvals .................................................................................................... 89
8.2 No Third Party Beneficiaries ................................................................................ 89
8.3 No Waiver ............................................................................................................. 89
8.4 Notices ................................................................................................................ 89
8.5 Transfer of Rights ................................................................................................ 90
8.6 Severability .......................................................................................................... 90
8.7 Advertising ........................................................................................................... 90
8.8 GOVERNING LAW ............................................................................................... 90
8.9 Other Advances ................................................................................................... 91
8.10 No Duty or Special Relationship ....................................................................... 90
8.11 Other Remedies Not Required ......................................................................... 90
8.12 NO CONTROL BY BANK ................................................................................ 90
8.13 Commitment Rendered ...................................................................................... 90
8.14 No Partnership ................................................................................................... 90
8.15 Release of Liens ................................................................................................ 90
8.16 Renewal of Indebtedness .................................................................................... 91
8.17 Counterparts ....................................................................................................... 91
8.18 Controlling Agreement ...................................................................................... 91
8.19 NO ORAL AGREEMENT ................................................................................... 91
8.20 JURY WAIVER .................................................................................................. 92
8.21 Bank Consent ..................................................................................................... 93
8.22 Governing Documents ....................................................................................... 93
8.23 Participations ....................................................................................................... 94
8.24 Placement of Restrictive Covenants ................................................................... 94
8.25 No Offset ............................................................................................................ 94
8.26 RECOGNITION .................................................................................................. 94
8.27 Increased Costs ................................................................................................... 94
8.28 Business Loans .................................................................................................. 95
8.29 USA Patriot Act Notification ............................................................................ 95
8.30 WAIVER OF SPECIAL DAMAGES ..................................................................... 96
8.31 Limit to Indemnification ..................................................................................... 96
8.31 Termination of Agreement ................................................................................... 96
EXHIBITS

A - Certificate of Authorized Representatives Form
B - Budget
C - Affidavit of No Liens and Non-Production
D - Waiver of Lien to Date
E - Request for Advance
F - Affidavit of Commencement
G - Affidavit and Certificate of Completion
H - Capital Contributions
I - Additional Items to be Delivered
J - Survey Requirements
K - Carryover Allocation
L - Title Insurance and Escrow Closing Requirements
M - Insurance Requirements
N - Conversion Certificate
CREDIT SUPPORT AND FUNDING AGREEMENT

This Credit Support and Funding Agreement (this “Agreement”) is dated as of October 23, 2018, by and between DWR SOMERSET 18 LP, a Texas limited partnership ("Borrower"), having its address at 6300 West Loop South, Suite 670, Bellaire, Texas 77401, and CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association ("Bank"), and having its address at 299 Park Avenue, 14th Floor, New York, New York 10171, Attention: Edward J. Santos.

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Bank and Borrower agree as follows:

I. DEFINITIONS

1.1 Definitions and Reference Terms. In addition to any other terms defined herein, the following terms shall have the meanings set forth with respect thereto:

Act: United States Housing Act of 1937, as amended from time to time, and any successor legislation.

Adjusted Expenses: For the applicable period, the greater of (A) an amount equal to underwritten expenses of $5,149.00 per unit per year, or (B) all costs, debts and underwritten expenses of any type incurred, on an accrual basis, incident to the equipping, financing, ownership and operation of the Premises and the Borrower, on an annualized basis, which costs shall include, but not be limited to, taxes or payments in lieu of taxes, insurance costs, assessments, audit expenses, the funding of any reserve fund for replacement deposits required under the Loan or the Partnership Agreement, compliance costs as required by the Credit Agency, payment of the management agent’s fees, any other Borrower loans or obligations not paid out of NOI, the costs of capital improvements to the Premises incurred after Substantial Completion (which capital improvements are not funded from any Borrower reserves, casualty or condemnation proceeds, the Loan, Capital Contributions or the proceeds of any capital transactions) and a ratable portion of the annual amount of those seasonal and/or periodic expenses (such as water and sewer charges, utilities and maintenance expenses which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation).

Adjusted Income: For the applicable period, the lesser of underwritten ($8,965.00 per unit) or all cash actually received by the Borrower on a cash basis from the normal operation of the Premises during such period of time (taking into account the greater of the actual vacancy rate or an assumed 7% vacancy rate (inclusive of collection loss)) and including, if applicable, public subsidy payments due and payable for
Section 811 Rental Assistance Contract shall only be effective once the Section 811 Rental Assistance Contract is executed or once it is issued, and shall relate to the foregoing).

Section 811 Units: Up to a maximum of 10 units in the Improvements that are to be set aside and operated under the Section 811 Program in accordance with the Section 811 Program Requirements, if required. Bank acknowledges that the Borrower will not commit any additional units to the Section 811 Program in excess of those committed pursuant to the 2018 tax credit application.

Section 811 Use Agreement: HUD Form 92238-PRA which will be entered into between Borrower and the Credit Agency which encumbers the Premises with certain restrictions and guidelines as provided therein. The Section 811 Use Agreement shall be issued before the Section 811 Rental Assistance Contract and as required by the Credit Agency when the Credit Agency has members of the target population who are interested in leasing a unit in the Improvements (references in this Agreement to the Section 811 Use Agreement shall only be effective once the Section 811 Use Agreement is executed or once it is issued, and shall relate to the foregoing).

Site Work: That portion of the work done for the construction and development of the Improvements, which relates to earthwork, site utilities, and concrete work.

Stored Materials: Shall have the meaning given that term in Section 4.1(cc)(i).

Subordinate Loans means, collectively, the City Funded Loan and the Column Loan. The Subordinate Loans will include the AHP Loan if the AHP Loan closes as provided for in Section 2.15.

Subordinate Loan Documents means, collectively, the City Funded Loan Documents and the Column Loan Documents. The Subordinate Loan Documents will include the AHP Loan Documents if the AHP Loan closes as provided for in Section 2.15.

Substantial Completion: The completion of the construction and equipping of the Improvements free and clear of all liens other than Permitted Exceptions in substantial accordance with the Plans in all material respects and otherwise to the reasonable satisfaction of Bank and the Bank's construction consultant, except for such defects or departures which do not, in the opinion of the Bank's construction consultant, adversely affect either the value of the work in place or the full utilization of the applicable portion of the Improvements for which it is
and confirmatory soil samples shall be collected to confirm that impacted soil has been removed from the Premises as evidenced by such third party reports that may be reasonably required by Bank.

(II) Water Wells. Without limiting any other term of this Agreement or any other Loan Documents, water wells, if any, located on the Premises shall be used for irrigation and monitoring or abandoned by Borrower in accordance with all applicable Requirements of Law.

(mm) Debris and Above-Ground Storage Tanks. All debris, drums, containers and above-ground storage tanks on the Premises, if any, shall be disposed by Borrower at an offsite facility in accordance with all applicable Requirements of Law.

(nn) Equity Funding. Investor Limited Partner is responsible for funding the Capital Contributions. If, after the Closing Date, the Investor Limited Partner transfers any of the Investor Limited Partner’s percentage interest in the Borrower other than to the Bank or an Affiliate thereof, the Investor Limited Partner shall provide Bank with the identity of all partners or members of the entity (the “Fund”) to which the Investor Limited Partner’s percentage interests were transferred. All information received in connection with the foregoing shall be kept confidential by Bank. If prior to the earlier to occur of (i) the full and final payment of the Loan or (ii) the payment in full of the Capital Contribution, subject to any adjusters, in the Partnership Agreement, any partner or member in the Fund is substituted for any one or more other Persons, the Investor Limited Partner shall promptly notify Bank in writing of the substitution. The Investor Limited Partner (or another subsidiary or affiliate of National Equity Fund, Inc.) shall in any event be the general partner (or manager, if applicable) of the Fund. The partners or members owning in the aggregate not less than 75% of the ownership interests in the Fund will be investment grade (defined as BBB- or better rated by S&P or similar rating agency) financial institutions or corporations, or wholly-owned subsidiaries of such entities, or otherwise approved by Bank in writing.

(oo) Project Account. Borrower shall maintain Bank as its principal but not only depository bank for project accounts related to the Premises.

(pp) Section 811. Borrower agrees to perform and fully comply with all agreements, covenants, terms, and conditions imposed on or assumed by Borrower under the Section 811 Certification, the Section 811 Participation Agreement, the Section 811 Rental Assistance Contract (once issued as required by the Credit Agency when the Credit Agency has members of the target population who are interested in leasing a unit in the Improvements), the Section 811 Use Agreement (once issued as
required by the Credit Agency when the Credit Agency has members of the target population who are interested in leasing a unit in the Improvements), the Section 811 Program Requirements, or otherwise for maintaining the designated Section 811 Units as eligible for rental assistance under the Section 811 Program. Bank acknowledges that Borrower will not commit any additional units to the Section 811 Program in excess of the ten (10) units committed pursuant to the 2018 tax credit application.

4.2 Assignment of Plans. As additional security for the payment of the Note, Borrower hereby transfers and assigns, and grants a security interest, to Bank all of Borrower's rights and interest in and to the Plans and all design contracts (collectively, referred to in this Section as the "Plans") and hereby represents and warrants to and agrees with Bank as follows:

(a) The Plans delivered to Bank are a complete and accurate description of the Plans. The Plans have been heretofore approved in writing by, as applicable and if required by, the Investor Limited Partner and the applicable Governmental Authorities. No other approval of the Plans is required by any other Person under Partnership Agreement, a Subordinate Loan Document, or otherwise.

(b) To Borrower's knowledge, the Plans are complete and adequate for the construction of the Improvements and there have been no modifications thereof. The Plans shall not be materially modified in any material respect without the prior written consent of Bank (except for change orders permitted under this Agreement, including without limitation, Section 4.1(c) hereof), such consent not to be unreasonably delayed, withheld, or conditioned.

(c) Bank may use the Plans for their intended purpose related to the Improvements, including, but not limited to, inspections of construction and the completion of the Improvements.

(d) Bank's acceptance of this assignment shall not constitute approval of the Plans by Bank. Notwithstanding anything herein to the contrary, Bank has no liability or obligation whatsoever in connection with the Plans and no responsibility for the adequacy thereof or for the construction of the Improvements contemplated by the Plans. Bank has no duty to inspect the Improvements, and, if Bank should inspect the Improvements, Bank shall have no liability or obligation to Borrower arising out of such inspection. No such inspection nor any failure by Bank to make objections after any such inspection shall constitute a representation by Bank that the Improvements are in accordance with the Plans nor shall any such matter constitute a waiver of Bank's right
Borrower opens an account, if Borrower is an individual, Bank will ask for Borrower’s name, taxpayer identification number, residential address, date of birth, and other information that will allow Bank to identify Borrower, and, if Borrower is not an individual, Bank will ask for Borrower’s name, taxpayer identification number, business address, and other information that will allow Bank to identify Borrower. Bank may also ask, if Borrower is an individual, to see Borrower’s driver’s license or other identifying documents, and, if Borrower is not an individual, to see Borrower’s legal organizational documents or other identifying documents.

Without limiting the foregoing, Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Bank to identify the Borrower in accordance with the Act.

8.30 WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BORROWER NOR BANK, SHALL ASSERT, AND HEREBY WAIVE, ANY CLAIM AGAINST THE OTHER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

8.31 LIMIT TO INDEMNIFICATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN OR IN ANY OF THE OTHER LOAN DOCUMENTS, NO INDEMNITY OBLIGATION OF BORROWER SET FORTH IN ANY LOAN DOCUMENT SHALL EXTEND TO OR BE ENFORCEABLE AGAINST ANY OF THE PARTNERS OF BORROWER IN THEIR OWN CAPACITY (OTHER THAN AN ENTITY GUARANTOR).

8.32 Termination of Agreement. Upon the full and complete satisfaction or waiver on or before the Conversion Deadline of all terms and conditions of Section 6.7 of this Agreement, Bank shall promptly deliver to the Borrower the Conversion Certificate. This Agreement shall terminate upon the Conversion Date and the delivery of the Conversion Certificate; provided that all other Loan Documents shall remain in full force and effect except for those Loan Documents which will terminate by their terms upon the delivery of the Conversion Certificate (and all references in the other Loan Documents which will not terminate on the Conversion Date to defined terms in this Agreement shall still be applicable to those terms as defined in this Agreement, notwithstanding the termination of this Agreement).
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
In Witness Whereof, the parties have duly executed this Agreement under seal as of the day and year first above written.

"BORROWER"

DWR SOMERSET 18 LP, a Texas limited partnership

By: DWR Somerset GP LLC, a Texas limited liability company, its general partner

By: DWR Development Group, LLC, a Texas limited liability company, its sole member

By: Donovan Rickenbacker, Manager

[SIGNATURE PAGE OF CREDIT SUPPORT AND FUNDING AGREEMENT]
"BANK"

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association

By: __________________________

Benjamin Glispie, Capital Officer

[SIGNATURE PAGE OF CREDIT SUPPORT AND FUNDING AGREEMENT]
1. **At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]**

- **Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2019 Qualified Allocation Plan.

**PART A:** Additional to the subsidy or benefit is subject to the following conditions (mark all that apply):

- The stipulation to maintain affordability in the contract granting the subsidy is nearing expiration (i.e. expiration will occur within two (2) calendar years of July 31, 2019). See §11.5(3)(E) and (F) of the 2019 QAP concerning At-Risk developments qualifying under Section 42 of the Internal Revenue Code.
- The subsidy marked above is a HUD-insured or HUD-held mortgage nearing the end of its mortgage term (the term will end within two (2) calendar years of July 31, 2019), AND the mortgage is eligible for prepayment or has been prepaid.

**PART B:** Documentation must show that the application proposes to rehabilitate or reconstruct housing units that:

- Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
- Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
- Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
- Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
- Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority’s plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

**PART C:** The application proposes relocation of existing units in an otherwise qualifying At-Risk development and documentation must show that:

- The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
- The Application proposes the same number of restricted units; AND either...
PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:
- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.
- Development qualifies under §2306.6702(a)(5)(8); AND
  - No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
  - Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:
- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities¹

Part A.
The existing Property is expected to have or continue the following benefit:

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

- A copy of the contract or agreement securing the funds identified above is provided behind this form.
  - The source of funds is:
  - The annual amount of funds is:
  - The number of units receiving assistance:
  - The term of the contract or agreement is (date):
  - The expiration of the contract or agreement is (date):

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s):

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis?

Was the building occupied at any time during the last ten years?

Was the building occupied or suitable for occupancy at the time of purchase?

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)?

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?
Are all the buildings currently under control by the Development Owner?  

If “No”, how many buildings are under control by the Development Owner?  

When will the remaining buildings be under control?

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  
   - Related Party
   - Unrelated Party

2. Building(s) acquired or to be acquired with Buyer’s Basis:
   - Determined with reference to Seller’s Basis
   - Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building</th>
<th>Proposed</th>
<th>Years between PIS &amp;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Lead Based Paint (Section 811 PRA and Direct Loan Applications Only)**

Development constructed before January 1, 1978

If yes, check each of the following that applies [24 CFR 35.115]:

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

- Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

- An inspection performed according to HUD standards found the property contained no lead-based paint.

- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

- The rehabilitation will not disturb any painted surface.

- The property has no bedrooms.

- The property is currently vacant and will remain vacant until demolition.
Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided.

- A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
- A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).

Optional, but only available to developments with no Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

 Republican

Not Applicable

Form Continues

2/28/2019
For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42.350

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date
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 > [√] 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.
VILLAS AT ROBINETT
A Seniors Community

MUCASEY & Associates
Architects
4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1901
CONTENTS

Villas At Robinett

Project Summary
  Site Plan
  Typical Elevation
Amenity Center Floor Plan
  Unit "A1" Floor Plan
  Unit "A2" Floor Plan
  Unit "A3" Floor Plan
  Unit "A4" Floor Plan
  Unit "A5" Floor Plan
  Unit "B1" Floor Plan
  Unit "B2" Floor Plan
  Unit "B3" Floor Plan
  Unit "B4" Floor Plan
  Unit "B5" Floor Plan
Building Type 1 - Floor Plans
Building Types 2 & 3 - Floor Plans
Building Type 1 - Exterior Elevations
Building Types 2 & 3 - Exterior Elevations
Grille House - Plan and Elevations
**Project Summary**

**Apartments:**

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>16</td>
<td>700 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>17</td>
<td>771 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>1</td>
<td>771 s.f.</td>
</tr>
<tr>
<td>A4</td>
<td>One Bedroom, 1 Bath</td>
<td>31</td>
<td>777 s.f.</td>
</tr>
<tr>
<td>A5</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>3</td>
<td>777 s.f.</td>
</tr>
<tr>
<td></td>
<td><strong>Total One Bedroom Units</strong></td>
<td>68</td>
<td>Units</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>10</td>
<td>943 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath</td>
<td>17</td>
<td>990 s.f.</td>
</tr>
<tr>
<td>B3</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>1</td>
<td>990 s.f.</td>
</tr>
<tr>
<td>B4</td>
<td>Two Bedroom, 2 Bath</td>
<td>7</td>
<td>1,014 s.f.</td>
</tr>
<tr>
<td>B5</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>1</td>
<td>1,014 s.f.</td>
</tr>
<tr>
<td></td>
<td><strong>Total Two Bedroom Units</strong></td>
<td>36</td>
<td>Units</td>
</tr>
</tbody>
</table>

|      | Apartments Net Rentable Total   | 104 | Units | 86,858 s.f. |

| Amenity Center | 4,972 s.f. |
| Unit Patio / Balcony | 5,848 s.f. |
| Total Breezeway & Stairs | 11,268 s.f. |
| Other Support Areas | 2,996 s.f. |
| Grill House | 384 s.f. |
| **Project Total** | 112,747 s.f. |

**Parking:**

Parked required:

104 Units at 1.67 cars = 173.68 cars

**Total Parking Required:**

**Total Parking Provided:**

<table>
<thead>
<tr>
<th>Van</th>
<th>H.C.</th>
<th>Standard</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>11</td>
<td>150</td>
<td>163</td>
</tr>
<tr>
<td>1</td>
<td>0</td>
<td>10</td>
<td>11</td>
</tr>
</tbody>
</table>

Total Parking Provided: 3 cars

**Building Matrix:**

<table>
<thead>
<tr>
<th>Bldg. Type 1a</th>
<th>Bldg. Type 1b</th>
<th>Bldg. Type 1c</th>
<th>Bldg. Type 1d</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Bldg. #1)</td>
<td>(Bldg. #2)</td>
<td>(Bldg. #3)</td>
<td>(Bldg. #4)</td>
</tr>
<tr>
<td>12 A4 units</td>
<td>8 A1 units</td>
<td>1 A5 HC unit</td>
<td>7 A4 units</td>
</tr>
<tr>
<td>2 A5 HC units</td>
<td>8 A4 units</td>
<td></td>
<td>1 A5 HC unit</td>
</tr>
<tr>
<td>2 B1 units</td>
<td>4 B1 units</td>
<td></td>
<td>4 B1 units</td>
</tr>
<tr>
<td>3 B4 units</td>
<td></td>
<td>20 Total units</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 B5 HC unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20 Total units</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bldg. Type 1e</th>
<th>Bldg. Type 2</th>
<th>Bldg. Type 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Bldg. #5)</td>
<td>(Bldgs. #6-9, 11-14)</td>
<td>(Bldg. #10)</td>
</tr>
<tr>
<td>8 A1 units</td>
<td>2 A2 units</td>
<td>1 A2 unit</td>
</tr>
<tr>
<td>4 A4 units</td>
<td>2 B2 units</td>
<td>1 A3 H.C. unit</td>
</tr>
<tr>
<td>4 B4 units</td>
<td>4 Total units</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>16 Total units</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bldgs. #6-9, 11-14</th>
<th>32 Units Overall</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 B3 H.C. unit</td>
<td>4 Total units</td>
</tr>
</tbody>
</table>

**SUMMARY**

Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Donna Rickenbacker

From: Paul Titterington <paul@mucaseyarchitects.com>
Sent: Tuesday, May 14, 2019 10:50 AM
To: Donna Rickenbacker
Cc: Jamie Rickenbacker; Mark Mucasey
Subject: FW: Villas at Robinett - ROW

Donna,

I spoke with Ace at Mitchell & Associates to verify r.o.w. width. See below for his description of their method of calculation. The 14'-0" width is correctly shown on the tax credit site plan.

Based on the 14'-0" r.o.w. expansion, the acreage numbers are:
13.105 gross acres minus .477 acres for r.o.w. expansion = 12.628 net acres.

Let me know if you need anything else.

Paul Titterington
Senior Associate
Registered Architect NCARB

Note: My active email address is paul@mucaseyarchitects.com
Please delete undeliverable address variations of my email address from your address book.

Mucasey & Associates Architects
4808 Gibson Street, Suite 200
Houston, Texas 77007
Ph.: 713 521 1233
Fax: 713 520 1904

From: Ace Reneau <areneau@mitchellinc.net>
Sent: Tuesday, May 14, 2019 8:49 AM
To: Paul Titterington <paul@mucaseyarchitects.com>
Subject: Villas at Robinett - ROW

Good morning Paul,

Robinette Road is classified in the Killeen Thoroughfare Plan as a minor arterial with a 110-ft right-of-way (ROW) width. When a property is platted we are required to verify the existing ROW. If the results are deficient of the prescribed width the city will require the owner to dedicate half of the deficiency as a condition of the plat. Our previous survey did not locate all of the monumentation for the west edge of Robinette but with the monuments that were available we believe the ROW to be about 82-ft wide. This is deficient 28-ft from the prescribed width and would require a dedication of approximately 14-ft from each adjoining land owner.

Kind regards,
Ace Reneau  
E.I.T. - Engineer  
Mitchell & Associates, Inc.  
102 North College Street, P.O. Box 1088  
Killeen, Texas 76541  
Telephone 254.634.5541  
Facsimile 254.634.2141  
E-mail areneau@mitchellinc.net  
Website www.mitchellandassociateskilleen.com  

DISCLAIMER: This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify me immediately. It is understood and agreed that Mitchell & Associates, Inc., upon release of any and all electronic files, is no longer responsible for their use or modifications. The user of any and all attached electronic media accepts full responsibility and liability for any consequences arising out of the use of any and all electronic data. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Mitchell & Associates, Inc. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. Mitchell & Associates, Inc. accepts no liability for any damage caused by any virus transmitted by this e-mail.
I-LC. INDICATES MOBILITY IMPAIRED UNIT
S/H INDICATES SIGHT/HEARING IMPAIRED UNIT
PROPOSED IMPROVEMENTS ARE IN ZONE "X" (AREA OF
MINIMAL FLOOD DAMAGE). PROPERTY AREA: 23.10 ACRES.
NO FLOOD MITIGATION IS NEEDED FOR THIS
PROPERTY. DETENTION IS PROVIDED BY ON-SITE
DETENTION POND.
BUILDING TYPE is STEM TO ONE STRUCTURE
SEPARATED INTO 5 DISTINCT BUILDINGS BY 2-HR.
AREA SEPARATION WALLS. A COMPLIANT
ACCESSIBLE ROUTE CONNECTS ALL UNITS &
AMENITIES INSIDE.

SITE PLAN
Villas At Robinett
Mucasey & Associates, Architects

13 APSs, including 2 van APSs are drawn inside the gate. 1 van APS is
drawn outside the gate. - bps

There is no parking at the dog park. - bps

11 PSs outside the gate are not counted as PSs for units.
163 PSs inside the gate must include 1 APS for O&A and 1 for dumpster. - bps

Per engineer, the final net acreage is estimated as 12.628 acres - bps
UNIT "A1" - One Bedroom, 1 Bath

Villas At Robinett
Mucasey & Associates, Architects

700 s.f.

FAIR HOUSING ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A2" - One Bedroom, 1 Bath

Villas At Robinett
FAIR HOUSING ACCESSIBLE
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A3" - One Bedroom, 1 Bath
Villas At Robinett
Mucasey & Associates, Architects
771 s.f.
ADA/UFAS ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A4" - One Bedroom, 1 Bath

Villas At Robinett
Mucasey & Associates, Architects

777 s.f.
FAIR HOUSING ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A5" - One Bedroom, 1 Bath

Villas At Robinett
Mucasey & Associates, Architects

ADA/UFAS ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B1" - Two Bedroom, 2 Bath

Villas At Robinett

Mucasey & Associates, Architects

FAIR HOUSING ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

943 s.f.
UNIT "B2" - Two Bedroom, 2 Bath

Villas At Robinett
Mucasey & Associates, Architects

990 s.f.
FAIR HOUSING ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B3" - Two Bedroom, 2 Bath

990 s.f.

ADA/UFAS ACCESSIBLE

Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "B4" - Two Bedroom, 2 Bath

Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

1,014 s.f.
FAIR HOUSING ACCESSIBLE
Building Type 1 (Bldg. #1)
- Total Net Rentable Area: 16,820 s.f.
- Total Patio/Balc. Area: 1,138 s.f.
- Breezeway/Stair Areas: 3,588 s.f.
- Other Support Areas: 680 s.f.
- Total Gross Building Area: 22,226 s.f.

Building Type 1 (Bldg. #2)
- Total Net Rentable Area: 15,588 s.f.
- Total Patio/Balc. Area: 1,064 s.f.
- Breezeway/Stair Areas: 2,701 s.f.
- Other Support Areas: 442 s.f.
- Total Gross Building Area: 19,795 s.f.

Building Type 1 (Bldg. #3)
- Total Net Rentable Area: 9,988 s.f.
- Total Patio/Balc. Area: 664 s.f.
- Other Support Areas: 266 s.f.
- Breezeway/Stair Areas: 1,768 s.f.
- Total Gross Building Area: 12,686 s.f.

Building Type 1 (Bldg. #4)
- Total Net Rentable Area: 12,764 s.f.
- Total Patio/Balc. Area: 876 s.f.
- Other Support Areas: 600 s.f.
- Breezeway/Stair Areas: 2,446 s.f.
- Total Gross Building Area: 16,686 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 1 - 2nd Floor Plan
Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

BUILDING TYPES 2 & 3 - Floor Plans

BUILDING TYPE 2
- Total Net Rentable Area: 3,522 s.f.
- Total Patio/Balc. Area: 234 s.f.
- Other Support Areas: 112 s.f.
- Breezeway/Stair Areas: 85 s.f.
- Total Gross Building Area: 3,953 s.f.

BUILDING TYPE 3
- Total Net Rentable Area: 3,522 s.f.
- Total Patio/Balc. Area: 234 s.f.
- Other Support Areas: 112 s.f.
- Breezeway/Stair Areas: 85 s.f.
- Total Gross Building Area: 3,953 s.f.
ELEVATION - "F"

Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
ELEVATION - "G"

ELEVATION - "H"

ELEVATION - "I"

ELEVATION - "J"

Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
ELEVATION - "K"

ELEVATION - "L"

Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPES 2 & 3 - Front Elevation

Villas At Robinett
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
### SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Configuration" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

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

<table>
<thead>
<tr>
<th>Building Configuration (Check all that apply):</th>
<th>Single Family Construction</th>
<th>SRO</th>
<th>Transitional (per §42(l)(3)(B))</th>
<th>Duplex</th>
<th>Scattered Site</th>
<th>X</th>
<th>Fourplex</th>
<th>X</th>
<th>&gt; 4 Units Per Building</th>
<th>Townhome</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Development will have:</th>
<th>X</th>
<th>Fire Sprinklers</th>
<th>X</th>
<th>Elevators</th>
<th>2</th>
<th># of Elevators</th>
<th>3500</th>
<th>Wt. Capacity</th>
</tr>
</thead>
</table>

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

- Free Sprinklers
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- 174 Uncovered Spaces
- Structured Parking Garages Spaces

#### Floor Composition/Wall Height:

- 90% Carpet/Vinyl/Resilient Flooring
- 9% Ceramic Tile
- 10% Other

#### Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th># of Parking Spaces</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>Free Sprinklers</td>
<td>2</td>
<td>1</td>
<td>8</td>
<td>16</td>
<td>13,200</td>
</tr>
<tr>
<td>A22</td>
<td>1</td>
<td>1</td>
<td>Shed or Flat Roof</td>
<td>2</td>
<td>1</td>
<td>8</td>
<td>18</td>
<td>13,878</td>
</tr>
<tr>
<td>A49</td>
<td>1</td>
<td>1</td>
<td>Detached Garage</td>
<td>2</td>
<td>1</td>
<td>8</td>
<td>34</td>
<td>26,418</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>Attached Garage</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>10</td>
<td>9,480</td>
</tr>
<tr>
<td>B23</td>
<td>2</td>
<td>2</td>
<td>174 Uncovered Spaces</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>18</td>
<td>17,820</td>
</tr>
<tr>
<td>B45</td>
<td>2</td>
<td>2</td>
<td>Structured Parking Garages</td>
<td>2</td>
<td>1</td>
<td>4</td>
<td>8</td>
<td>8,112</td>
</tr>
</tbody>
</table>

#### Totals

|                              | 20 | 20 | - | 12 | 16 | 32 | 4 | - | - | - | 104 | 86,858 |

#### Net Rentable Square Footage from Rent Schedule

86,858

---

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect’s plans:
- Ensure that this number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 7,800
- The lesser of these two numbers added to NRA: 86,858

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

If a revised form is submitted, date of submission: 2/28/2019
Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>104</td>
<td>5%</td>
<td>5.2</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>1/1 (700 to 777 sq ft)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>3.4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (943 to 1014 sq ft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>C</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>104</td>
<td></td>
<td>5.2</td>
<td>5.2</td>
<td>6</td>
</tr>
</tbody>
</table>

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

EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 100)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></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: ___________________________  Printed Name: ___________________________
Signature: ___________________________  Printed Name (If applicable)
Date: ___________________________  Firm Name (If applicable)

2/28/2019
ARCHITECT'S ACCESSIBILITY STATEMENT
Project Architect: Mucasey & Associates, Architects

Mucasey & Associates, Architects has prepared this 2019 TDHCA-LIHTC Submittal Package with the following handicap mobility and sight/hearing accessibility features, as calculated in attached TABS:

Mobility Impaired Units:

We have designed mobility impaired units for each bedroom type, including 36" wide doors; push and pull door clearances; accessible routes to all spaces; 60" diameter turning area in all spaces; 34" high counters in kitchens and baths with knee spaces for lavatories, kitchen sinks, and ranges; compliant access spaces to all plumbing fixtures including appropriate grab bars; compliant access spaces to all appliances; and all switches, outlets, telephone/cable, and thermostats within 15-48” a.f.f. throughout the units. We have provided mobility impaired units in 5% of one bedrooms, 5% of two bedrooms, and 5% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 5% of the aggregate total number of units. We have distributed these units throughout the project, giving immediate access to their parking and project amenities.

Sight/Hearing Impaired Units:

We have designed sight/hearing impaired units for each bedroom type, including strobes, lights, and alarms for smoke and fire alarms, telephones, doorbells, etc. as required. We have provided these units in ground floor or elevator-served floors of Fair Housing Units, and all these units are on an accessible route, with entry door width and push/pull space as required. All outlets, switches, telephone/cable, and thermostats shall be within 15-48” a.f.f. We have provided sight/hearing impaired units in 2% of one bedrooms, 2% of two bedrooms, and 2% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 2% of the aggregate total number of units. We have distributed these units evenly throughout the project.

Accessible Parking:

We have calculated the number of required accessible parking spaces per the TDHCA Tab Form. We assigned an accessible parking space to each of the project amenities, i.e. Amenity Center/pool/Cabana, dumpsters, Dog Park, Playground, etc. The total number of parking spaces provided was then reduced by the amenities’ accessible spaces, and next, by the number of accessible parking spaces of one per mobility impaired units. This total was then reduced by the number of units in the project, leaving just the parking spaces that serve dwelling units in excess of one car per unit. Two percent of that number became the additional accessible parking spaces required other than those for the amenities and accessible units. The total accessible parking spaces calculated for the project was the sum of the amenities’ parking spaces, the accessible units’ spaces, and the 2% of additional parking in excess of one car per unit in the project. We provided the appropriate percentage of each type of parking individually—open spaces (ground level or in parking structure), carports, or garages. We have provided van accessible spaces at the rate of 1 per every 6 accessible spaces. We have located a designated accessible space immediately adjacent to each mobility accessible unit, and to each of the project amenities, and have distributed the rest evenly around the property. In all cases, we located the accessible spaces on a compliant accessible route running through the project, connecting all amenities, the public road, and all mobility impaired units together. All accessible spaces are shown with appropriate sizing, striping for aisle, crosswalks/ramps, and signage. We have provided amounts of each accessible parking type in excess of the required by at least one space.

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects

Date: 2/28/17
## Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>104</td>
<td>5%</td>
<td>5.2</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>1/1 (700 to 777 sq ft)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>3.4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (943 to 1014 sq ft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>104</td>
<td>5.2</td>
<td>5.2</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### EXAMPLE:

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806 sqft)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1008 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 1190 sqft)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]
Date: [9/28/19]

Printed Name: [Mark J. Mucasey, AIA]
Firm Name (If applicable): Mucasey & Associates
Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>104</td>
<td>2%</td>
<td>2.08</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>1/1 (700 to 777 sq)</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>1.36</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (943 to 1014)</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></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>104</strong></td>
<td><strong>2%</strong></td>
<td><strong>2.08</strong></td>
<td><strong>2.36</strong></td>
<td><strong>3</strong></td>
</tr>
</tbody>
</table>

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

## EXAMPLE

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

______________________________________  ______________________________________
Date                                      Firm Name (If applicable)

2/28/2019
Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that
To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:
(1) Distributed throughout the Unit types AND the Development; and
(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with
Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set
aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual 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 (700 to 777 sq ft)</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>1.36</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (943 to 1014 sq ft)</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>104</td>
<td>2%</td>
<td>2.08</td>
<td>2.08</td>
<td>3</td>
</tr>
</tbody>
</table>

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

**EXAMPLE**

<table>
<thead>
<tr>
<th>Hearing/Visual 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>0</td>
<td>0</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>1.36</td>
<td>3</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]

Date: [Date]

[Printed Name]

Firm Name (if applicable)
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></td>
<td></td>
</tr>
<tr>
<td>Amenity 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:** 0
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:

Total surface parking spaces:

Total carports:

Total garages:

Total parking spaces of all types: Calculated from above:

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

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

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

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

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

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

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

Distribution of APSs Among the Various Types of Parking

Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs:

Minimum number of carports that must be APSs:

Number of garages that must be APSs:

APSs that Must Be Van Spaces

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

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

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

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

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

Signature

Date:

Printed Name

Firm Name (if applicable)
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, “Distribution of APSs Among the Various Types of Parking”, referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, “amenities”), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Amenity center, pool, grille house</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Dumpsters</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Dog Park</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td>Grille, table</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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development</td>
<td>104</td>
</tr>
<tr>
<td>Total surface parking spaces</td>
<td>174</td>
</tr>
<tr>
<td>Total carports</td>
<td>0</td>
</tr>
<tr>
<td>Total garages</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types</td>
<td>Calculated from above: 174</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.)</td>
<td>Calculated on prior page: 4</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units</td>
<td>Calculated from above: 170</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient)</td>
<td>Calculated from above: 8</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable)</td>
<td>Calculated from above: 66</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit</td>
<td>Calculated from above: 2</td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities)</td>
<td>Calculated from above: 12</td>
</tr>
</tbody>
</table>

All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 108.2 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: 0

Number of garages that must be APSs: 0

**APSs that Must Be Van Spaces**

Total Van APSs required, including all types of spaces: 2

Minimum number of surface parking spaces that must be van APSs: 0

Minimum number of carports that must be van APSs: 0

Minimum number of garages that must be van APSs: 0

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

Signature: [Signature]

Printed Name: [Printed Name]

Date: 2/28/19

Firm Name (if applicable): [Firm Name]
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: 104

Total surface parking spaces: 174

Total carports: 0

Total garages: 0

Total parking spaces of all types: 174

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

Total of all types of parking spaces that serve dwelling units: 170

APoS for mobility accessible units (5% of unit count, if spaces are sufficient): 6

Parking spaces that serve dwelling units in excess of one per unit (if applicable): 66

APoS required in excess of one per mobility accessible unit: 2

Total APSs required (Including dwelling units and facilities/amenities): 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: 0

Number of garages that must be APSs: 0

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 3

Minimum number of surface parking spaces that must be van APSs: 3

Minimum number of carports that must be van APSs: 0

Minimum number of garages that must be van APSs: 0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 5 or fraction of 6 accessible spaces required, at least one will be van accessible. Accessible spaces will be dispersed amongst the parking types provided. Where parking for amenities or non-residents is provided, a sufficient number of accessible spaces will be provided.

Signature: MARY S. MCASEY, AIA

Date: 5/13/19

Firm Name: MCasey & Associates
### Rent Schedule

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDFHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>700</td>
<td>1,400</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>700</td>
<td>2,800</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>700</td>
<td>5,600</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>5,104</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>700</td>
<td>1,400</td>
<td></td>
<td></td>
<td>672</td>
<td>1,344</td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>771</td>
<td>1,542</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>638</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>771</td>
<td>3,084</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>1</td>
<td>771</td>
<td>7,710</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>6,380</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>771</td>
<td>1,542</td>
<td></td>
<td></td>
<td>672</td>
<td>1,344</td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>777</td>
<td>1,554</td>
<td>34</td>
<td>34</td>
<td>302</td>
<td>604</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>777</td>
<td>3,108</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25</td>
<td>1</td>
<td>777</td>
<td>19,425</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>15,950</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>777</td>
<td>2,331</td>
<td></td>
<td></td>
<td>672</td>
<td>2,016</td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>777</td>
<td>2,331</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>718</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>943</td>
<td>1,858</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>718</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>943</td>
<td>3,772</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>943</td>
<td>1,886</td>
<td></td>
<td></td>
<td>807</td>
<td>1,614</td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>990</td>
<td>990</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>359</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>990</td>
<td>3,960</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>2,512</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>2</td>
<td>990</td>
<td>10,890</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>8,393</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>990</td>
<td>1,980</td>
<td></td>
<td></td>
<td>807</td>
<td>1,614</td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>1014</td>
<td>1,014</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>359</td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>1014</td>
<td>1,014</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>628</td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>1014</td>
<td>4,056</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>1014</td>
<td>2,028</td>
<td></td>
<td></td>
<td>807</td>
<td>1,614</td>
<td></td>
</tr>
</tbody>
</table>

**Late fees, relet fees, app fees**

<table>
<thead>
<tr>
<th>Late fees, relet fees, app fees</th>
<th>$15.00 per unit/month for:</th>
<th>$15.00 per unit/month for:</th>
<th>$15.00 per unit/month for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Rental Income</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>Non Rental Income</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
<tr>
<td>+ TOTAL NONRENTAL INCOME</td>
<td>$15.00</td>
<td>$15.00</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

### Total Monthly Rent

| TOTAL | 104 | 86,858 |

### Potential Gross Monthly Income

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (5,024)
- Rental Concessions (enter as a negative number) Enter as a negative value

### Effective Gross Monthly Income

$61,969

### Effective Gross Annual Income

$743,622

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

<table>
<thead>
<tr>
<th>Unit Types</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq.Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected / Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>1,400</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>2,800</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>5,600</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>5,104</td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>1,400</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>1,542</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>2,104</td>
</tr>
<tr>
<td>TC 50%</td>
<td>10</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>7,710</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>6,380</td>
</tr>
<tr>
<td>TC 60%</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>1,542</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>1,554</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
</tr>
<tr>
<td>TC 30%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>3,108</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
</tr>
<tr>
<td>TC 60%</td>
<td>25</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>19,425</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>15,950</td>
</tr>
<tr>
<td>MR</td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>2,331</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>943</td>
<td>1,886</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>718</td>
</tr>
<tr>
<td>TC 50%</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>943</td>
<td>1,886</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>1,256</td>
</tr>
<tr>
<td>TC 60%</td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>943</td>
<td>3,772</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>943</td>
<td>1,886</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>990</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>718</td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>3,960</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>2,512</td>
</tr>
<tr>
<td>TC 60%</td>
<td>11</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>10,890</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>8,393</td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>1,980</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>1,014</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>718</td>
</tr>
<tr>
<td>TC 50%</td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>4,056</td>
<td>807</td>
<td>44</td>
<td>628</td>
<td>628</td>
</tr>
<tr>
<td>TC 60%</td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>4,056</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
</tr>
<tr>
<td>MR</td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>2,028</td>
<td></td>
<td></td>
<td></td>
<td>1,614</td>
</tr>
</tbody>
</table>

**TOTAL **104 86,858 65,433

- **Non Rental Income**: $15.00 per unit/month for Late fees, rent fees, app fees 1,560
- **Non Rental Income**: 0.00 per unit/month for Late fees, rent fees, app fees
- **Non Rental Income**: 0.00 per unit/month for Late fees, rent fees, app fees

**TOTAL NONRENTAL INCOME**: $15.00

**POTENTIAL GROSS MONTHLY INCOME**: 66,993

- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% (5,024)
- **Rental Concessions (enter as a negative number)** Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME**
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING % of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>0</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>0</td>
</tr>
<tr>
<td>TC60%</td>
<td>0</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>91</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>14%</td>
</tr>
<tr>
<td>MR Total</td>
<td>13%</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>104</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND % of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BOND % of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIRECT LOAN % of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>0</td>
</tr>
<tr>
<td>40%</td>
<td>0</td>
</tr>
<tr>
<td>LH/50%</td>
<td>0</td>
</tr>
<tr>
<td>HH/60%</td>
<td>0</td>
</tr>
<tr>
<td>HH/80%</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>**</th>
<th>**</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>68</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>36</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**ACQUISITION + HARD**

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>$129.42</th>
</tr>
</thead>
</table>

**HARD**

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>$129.42</th>
</tr>
</thead>
</table>

**BUILDING**

<table>
<thead>
<tr>
<th>Cost Per Sq Ft</th>
<th>$90.00</th>
</tr>
</thead>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td></td>
<td>$10</td>
<td>$11</td>
<td></td>
<td></td>
<td></td>
<td>TDHCA Approved HUD Model</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$2</td>
<td>$3</td>
<td></td>
<td></td>
<td></td>
<td>TDHCA Approved HUD Model</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$9</td>
<td>$13</td>
<td></td>
<td></td>
<td></td>
<td>TDHCA Approved HUD Model</td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td></td>
<td>$7</td>
<td>$9</td>
<td></td>
<td></td>
<td></td>
<td>TDHCA Approved HUD Model</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$5</td>
<td>$7</td>
<td></td>
<td></td>
<td></td>
<td>TDHCA Approved HUD Model</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Paid by Tenant**

|     | $    | $34.0 | $44.0 | $    | $    |}

**Other (Describe)**

If a revised form is submitted, date of submission: _____________________________
February 12, 2019

Stephanie Naquin
Novogradac & Company LLP
Austin, Texas
stephanie.naquin@novoco.com

RE: 2019 HTC Application – proposed site located in Killeen, Texas

Dear Ms. Naquin:

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

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

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

Please see attached schedule dated February 12, 2019. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, to utilize the HUD Utility Schedule Model to establish the initial utility allowance for the Development, the Owner must submit utility allowance documentation for Department approval, at minimum, 90 days prior to the commencement of leasing activities.

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

Sincerely,

[Signature]
Cody Campbell
Senior Compliance Monitor
<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0 BR</th>
<th>1 BR</th>
<th>2 BR</th>
<th>3 BR</th>
<th>4 BR</th>
<th>5 BR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Resistance</td>
<td>$10.04</td>
<td></td>
<td>$11.07</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric Heat Pump</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooking</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$2.41</td>
<td></td>
<td>$3.49</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Electric</td>
<td>$9.11</td>
<td></td>
<td>$12.68</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>$6.71</td>
<td></td>
<td>$9.31</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heating</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric</td>
<td>$5.47</td>
<td></td>
<td>$6.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Collection</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Range/Microwave</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$33.75</td>
<td></td>
<td>$43.54</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL (Rounded Up)</td>
<td>$34.00</td>
<td></td>
<td>$44.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$9,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,200</td>
</tr>
<tr>
<td>Leased equipment</td>
<td></td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$6,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other Clicks, software fees, uniforms, credit fees</td>
<td>$17,040</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td>$37,440</td>
</tr>
</tbody>
</table>

### Management Fee:

- **Percent of Effective Gross Income:** 5.00%  
  - **Amount:** $37,181

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$59,540</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$32,240</td>
</tr>
<tr>
<td>Other Employe Overhead and Benefits</td>
<td>$27,534</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td>$119,314</td>
</tr>
</tbody>
</table>

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td></td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,288</td>
</tr>
<tr>
<td>Grounds</td>
<td>$16,640</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$7,800</td>
</tr>
<tr>
<td>Repairs</td>
<td>$15,600</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other Tools, supplies</td>
<td>$16,138</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td>$60,466</td>
</tr>
</tbody>
</table>

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$21,632</td>
</tr>
<tr>
<td>Natural gas</td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>$10,400</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$39,104</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td>$71,136</td>
</tr>
</tbody>
</table>

### Property Taxes:

- **Published Capitalization Rate:** 9.00%  
  - **Source:** Bell CAD

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Property Taxes</td>
<td>$65,349</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td></td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td>$65,349</td>
</tr>
</tbody>
</table>

### Reserve for Replacements

- **Annual reserves per unit:** $250  
  - **Total Reserve:** $26,000

### Other Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td></td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$6,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$4,160</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td>$10,160</td>
</tr>
</tbody>
</table>

### TOTAL ANNUAL EXPENSES

- **Expense per unit:** $437  
  - **Expense to Income Ratio:** 61.36%

### TOTAL ANNUAL DEBT SERVICE

- **Debt Coverage Ratio:** 1.20  
  - **Total Annual Debt Service:** $239,480

### NET CASH FLOW

- **Amount:** $47,872

---

If a revised form is submitted, date of submission: 2/28/2019
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth mode during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>POTENTIAL GROSS ANNUAL RENTAL INCOME</th>
<th>SECONDARY INCOME</th>
<th>POTENTIAL GROSS ANNUAL INCOME</th>
<th>PROVISION FOR VACANCY &amp; COLLECTION LOSS</th>
<th>RENTAL CONCESSIONS</th>
<th>EFFECTIVE GROSS ANNUAL INCOME</th>
<th>EXPENSES</th>
<th>TOTAL ANNUAL 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$785,196</td>
<td>$18,720</td>
<td>$803,916</td>
<td>($60,294)</td>
<td>$0</td>
<td>$743,622</td>
<td></td>
<td>$456,270</td>
<td>$287,352</td>
<td></td>
<td>$47,872</td>
<td>$47,872</td>
<td>1.20</td>
</tr>
<tr>
<td></td>
<td>$800,900</td>
<td>$19,094</td>
<td>$819,994</td>
<td>($51,500)</td>
<td>$0</td>
<td>$758,495</td>
<td></td>
<td>$469,586</td>
<td>$288,908</td>
<td></td>
<td>$49,428</td>
<td>$49,428</td>
<td>1.21</td>
</tr>
<tr>
<td></td>
<td>$816,918</td>
<td>$19,476</td>
<td>$836,394</td>
<td>($62,730)</td>
<td>$0</td>
<td>$773,665</td>
<td></td>
<td>$483,295</td>
<td>$290,370</td>
<td></td>
<td>$50,890</td>
<td>$50,890</td>
<td>1.21</td>
</tr>
<tr>
<td></td>
<td>$833,256</td>
<td>$19,866</td>
<td>$853,122</td>
<td>($63,984)</td>
<td>$0</td>
<td>$789,138</td>
<td></td>
<td>$497,407</td>
<td>$291,731</td>
<td></td>
<td>$52,251</td>
<td>$52,251</td>
<td>1.22</td>
</tr>
<tr>
<td></td>
<td>$849,921</td>
<td>$20,263</td>
<td>$870,185</td>
<td>($65,264)</td>
<td>$0</td>
<td>$804,921</td>
<td></td>
<td>$511,934</td>
<td>$292,986</td>
<td></td>
<td>$55,006</td>
<td>$55,006</td>
<td>1.22</td>
</tr>
<tr>
<td></td>
<td>$938,382</td>
<td>$22,261</td>
<td>$960,754</td>
<td>($72,057)</td>
<td>$0</td>
<td>$938,382</td>
<td></td>
<td>$511,934</td>
<td>$292,986</td>
<td></td>
<td>$57,967</td>
<td>$57,967</td>
<td>1.22</td>
</tr>
<tr>
<td></td>
<td>$1,036,049</td>
<td>$24,402</td>
<td>$1,060,750</td>
<td>($79,556)</td>
<td>$0</td>
<td>$1,036,049</td>
<td></td>
<td>$511,934</td>
<td>$292,986</td>
<td></td>
<td>$58,745</td>
<td>$58,745</td>
<td>1.24</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)
**Off-Site Cost Breakdown**

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A.</th>
<th>B.</th>
<th>C.</th>
<th>D.</th>
<th>E.</th>
<th>F.</th>
<th>G.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Activity</strong></td>
<td><strong>Labor or Unit Price</strong></td>
<td><strong>Materials or # of Units</strong></td>
<td><strong>Total Construction Costs</strong></td>
<td><strong>Acquisition Costs</strong></td>
<td><strong>Engineering / Architectural Costs</strong></td>
<td><strong>Total Activity Costs</strong></td>
</tr>
<tr>
<td>Lines 35-37 Hidden</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer responsible for Budget Justification

Seal

Printed Name

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>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>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Detention</td>
<td>$ 32,500.00</td>
<td>$ 17,500.00</td>
<td>$ 50,000.00</td>
<td></td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Rough grading</td>
<td>$ 84,500.00</td>
<td>$ 45,500.00</td>
<td>$ 130,000.00</td>
<td></td>
<td></td>
<td>$ 130,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$ 66,500.00</td>
<td>$ 28,500.00</td>
<td>$ 95,000.00</td>
<td></td>
<td></td>
<td>$ 95,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$ 17,200.00</td>
<td>$ 68,800.00</td>
<td>$ 86,000.00</td>
<td></td>
<td></td>
<td>$ 86,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$ 15,000.00</td>
<td>$ 35,000.00</td>
<td>$ 50,000.00</td>
<td></td>
<td></td>
<td>$ 50,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$ 45,000.00</td>
<td>$ 180,000.00</td>
<td>$ 225,000.00</td>
<td></td>
<td></td>
<td>$ 225,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$ 55,000.00</td>
<td>$ 220,000.00</td>
<td>$ 275,000.00</td>
<td></td>
<td></td>
<td>$ 275,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$ 1,800.00</td>
<td>$ 10,200.00</td>
<td>$ 12,000.00</td>
<td></td>
<td></td>
<td>$ 12,000</td>
</tr>
</tbody>
</table>

Total $ 923,000

Signature of Registered Engineer

Mike W. Kriegl
Printed Name

Date: 02/21/2019

If a revised form is submitted, date of submission:
## Development Cost Schedule

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

### TOTAL DEVELOPMENT SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,000,000</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

|                      |       |             |            |
| **OFF-SITES**        |       |             |            |
| Off-site concrete    |       |             |            |
| Storm drains & devices |       |             |            |
| Water & fire hydrants |       |             |            |
| Off-site utilities   |       |             |            |
| Sewer lateral(s)     |       |             |            |
| Off-site paving      |       |             |            |
| Off-site electrical  |       |             |            |
| **Other (specify) - see footnote 1** |       |             |            |
| **Other (specify) - see footnote 1** |       |             | 0          |
| **Subtotal Off-Sites Cost** | $0 | $0 | $0 |

|                      |       |             |            |
| **SITE WORK**        |       |             |            |
| Demolition           |       |             |            |
| Asbestos Abatement (Demolition Only) |       |             |            |
| Detention            | 50,000 | 50,000      |            |
| Rough grading        | 130,000 | 130,000     |            |
| Fine grading         | 95,000  | 95,000      |            |
| On-site concrete      | 86,000  | 86,000      |            |
| On-site electrical   | 50,000  | 50,000      |            |
| On-site paving        | 225,000 | 225,000     |            |
| On-site utilities    | 275,000 | 275,000     |            |
| Decorative masonry   |         |             |            |
| Bumper stops, striping & signs | 12,000 | 12,000     |            |
| **Other (specify) - see footnote 1** |       |             | 0          |
| **Subtotal Site Work Cost** | $923,000 | $0      | $923,000 |

|                      |       |             |            |
| **SITE AMENITIES**   |       |             |            |
| Landscaping          | 525,000 | 525,000     |            |
| Pool and decking     | 160,000 | 160,000     |            |
| Athletic court(s), playground(s) | 0 |             |            |
| Fencing              | 495,000 | 495,000     |            |
| **Other (specify) - see footnote 1** |       |             | 0          |
| **Subtotal Site Amenities Cost** | $1,180,000 | $0      | $1,180,000 |
### BUILDING COSTS*

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost 1</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>884,369</td>
<td>884,369</td>
</tr>
<tr>
<td>Masonry</td>
<td>515,882</td>
<td>515,882</td>
</tr>
<tr>
<td>Metals</td>
<td>294,790</td>
<td>294,790</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,621,343</td>
<td>1,621,343</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>221,092</td>
<td>221,092</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>368,487</td>
<td>368,487</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>294,790</td>
<td>294,790</td>
</tr>
<tr>
<td>Finishes</td>
<td>810,671</td>
<td>810,671</td>
</tr>
<tr>
<td>Specialties</td>
<td>73,697</td>
<td>73,697</td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Furnishings</td>
<td>147,395</td>
<td>147,395</td>
</tr>
<tr>
<td>Special Construction</td>
<td>73,697</td>
<td>73,697</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>221,092</td>
<td>221,092</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,031,764</td>
<td>1,031,764</td>
</tr>
<tr>
<td>Electrical</td>
<td>810,671</td>
<td>810,671</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>447,480</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>0</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td>0</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>0</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Subtotal Building Costs**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>$7,817,220</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$7,817,220</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter amount to be used to achieve desired score.</td>
<td>$81.89 psf</td>
<td>$7,112,802</td>
</tr>
</tbody>
</table>

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Building Costs</td>
<td>$7,817,220</td>
<td>$0</td>
</tr>
<tr>
<td>Contingency</td>
<td>7.00%</td>
<td>$694,415</td>
</tr>
<tr>
<td></td>
<td></td>
<td>645,106</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th></th>
<th>THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>636,878</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>636,878</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contractor Fees</td>
<td>$1,486,049</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$1,380,526</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$12,100,684</td>
<td>$0</td>
</tr>
<tr>
<td>Voluntary Eligible “Hard Costs” (After 11.9(e)(2))</td>
<td>$0.00 psf</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL BUILDING COSTS & SITE WORK**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Building Costs</td>
<td>$7,817,220</td>
<td>$0</td>
</tr>
<tr>
<td>Contingency</td>
<td>7.00%</td>
<td>$694,415</td>
</tr>
<tr>
<td></td>
<td></td>
<td>645,106</td>
</tr>
</tbody>
</table>

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th></th>
<th>THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
<td>636,878</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
<td>636,878</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contractor Fees</td>
<td>$1,486,049</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$1,380,526</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION CONTRACT**

<table>
<thead>
<tr>
<th></th>
<th>Before 11.9(e)(2)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$12,100,684</td>
<td>$0</td>
</tr>
<tr>
<td>VOLUNTARY ELIGIBLE “HARD COSTS” (AFTER 11.9(e)(2))</td>
<td>$0.00 psf</td>
<td></td>
</tr>
</tbody>
</table>

If NOT seeking to score points under §11.9(e)(2), E96:E97 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E97 that produces the target cost per square foot in D97. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.
### SOFT COSTS

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>312,000</td>
<td>312,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>27,000</td>
<td>27,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>104,000</td>
<td>104,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>16,603</td>
<td>16,603</td>
</tr>
<tr>
<td>Appraisal</td>
<td>7,000</td>
<td>7,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>8,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>2,500</td>
<td>2,500</td>
</tr>
<tr>
<td>Soils report</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Survey</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Marketing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>123,136</td>
<td>123,136</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>37,270</td>
<td>37,270</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>2,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$1,004,509</td>
<td>$0</td>
</tr>
</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>537,592</td>
<td>215,037</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>131,120</td>
<td>131,120</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>50,000</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td>50,000</td>
<td></td>
</tr>
<tr>
<td>Inspection fees</td>
<td>33,300</td>
<td>33,300</td>
<td></td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>35,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>15,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bond premium</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit report</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount points</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

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

### FF&E

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FF&amp;E</td>
<td>150,000</td>
<td>150,000</td>
</tr>
<tr>
<td>Insurance Consultant</td>
<td>2,000</td>
<td>2,000</td>
</tr>
</tbody>
</table>

**See descriptions below excerpted from deficiency response. - bps**
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>63,870</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>113,091</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>0</td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,028,973</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Item</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></td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,038,833</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees 15.00%</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$2,038,833</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>50,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>347,875</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$397,875</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$17,570,874</td>
</tr>
</tbody>
</table>

---

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

**Deduct From Basis:**

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

**Total Eligible Basis**

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

**Applicable Fraction**

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicable Percentage</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>87%</td>
</tr>
</tbody>
</table>

**Total Qualified Basis**

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Qualified Basis</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$16,725,904</td>
</tr>
</tbody>
</table>

**Applicable Percentage**

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicable Percentage</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>9.00%</td>
</tr>
</tbody>
</table>

**Credits Supported by Eligible Basis**

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Credit Request (from 17.Development Narrative)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$1,505,331</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Requested Score for 11.9(e)(2)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12</td>
</tr>
</tbody>
</table>

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

**Name of contact for Cost Estimate:**

**James E. Rickenbacker**

**Phone Number for Contact:**

**832-940-9940**

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

**2/28/2019**
Footnotes:

1 An itemized description of all "other" costs must be included at the end of this exhibit.

2 All Off-Site costs must be justified by a Third Party engineer in accordance with the Department's format provided in the Offsite Cost Breakdown form.

3 (HTC Only) Site Work expenses, indirect construction costs, developer fees, construction loan financing and other financing costs may or may not be included in Eligible Basis. Site Work costs must be justified by a Third Party engineer in accordance with the Department's format provided in the Site Work Cost Breakdown form.

4 (HTC Only) Only fees paid to a consultant for duties which are not ordinarily the responsibility of the developer, can be included in Eligible Basis. Otherwise, consulting fees are included in the calculation of maximum developer fees.

5 (HTC Only) Provide all costs & Eligible Basis associated with the Development.

6 (HTC Only) Use the appropriate Applicable Percentages as defined in §11.1 of the QAP.
## Sources of Funds and Financing Narrative

Information provided throughout the Application (i.e. Financing Narrative, Term Sheets and Development Cost Schedule)

<table>
<thead>
<tr>
<th>Financing Participants Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BBVA MM Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>BBVA MM Direct Loan Const. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>BBVA MM Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>BBVA Conventional Loan</td>
<td>$13,112,000</td>
<td>5.00%</td>
<td>$3,500,000</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

### Total Housing Development Costs

- **Total Uses of Funds**: $17,570,874
- **Total Sources of Funds**: $17,571,566

### Reserves

- **Rent-up - new funds**: $50,000
- **Rent-up - existing reserves**: $347,775
- **Opering - new funds**: $347,757
- **Opering - existing reserves**: $347,757
- **Replacement - new funds**: $347,757
- **Replacement - existing reserves**: $347,757
- **Escrow - new funds**: $347,757
- **Escrow - existing reserves**: $347,757

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

**Subtotal Reserves**: $397,757

**TOTAL HOUSING DEVELOPMENT COSTS**: $17,570,874

### Debt

- **Hudson Housing Capital**
  - **HTC**: $1,500,000
  - **Lien**: $2,669,733
  - **Amortization**: 0.00%
  - **Term (Yrs)**: 30
  - **Syndication Rate**: 0.00%
  - **Amort**: 0
  - **Interest Rate**: 5.00%

- **City of Killeen**
  - **§11.9(d)(2)LPS Contribution**: $1,000
  - **Lien**: $1,000

- **Deferred Developer Fee**
  - **DWR Development Group, LLC**: $1,788,833
  - **Lien**: $721,209

### Other

- **Direct Loan Match**:
  - **Total Sources of Funds**: $17,571,566
  - **Total Uses of Funds**: $17,570,874
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).

BBVA will provide construction financing and upon conversion a permanent loan. Hudson provide the equity financing at closing, completion, conversion, and 8609. The City of Kileen will contribute $1,000 at or after losing. DWR Development Group will defer ~$721k of developer fee to be paid from cash flow.

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.

No existing reserves. $250/u/y is the anticipated replacement reserve.

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.

LIHTC rents with about 13% MR. Rents for MR units are at 60% AMI gross.

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] [Printed Name] [Date]

Telephone: 713 966 2313
Email address: Ken.Hardin@BBVA.com

If a revised form is submitted, date of submission: 2/26/2019
Financial Capacity, Owner Equity, and Appraisal Requirements
(Multifamily Direct Loan Applications Only, if applicable)

[§13.8(c)(6) and (7)]

Financial Capacity (10 TAC §13.8(c)(6))

except for Developments also financed through the USDA §515 program, the Application MUST include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term line of credit or equivalent tool that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(7))

If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §11.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §11.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and

- A letter - not older than 6 months from the date of Application submission - from the Development Owner’s bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
Match Funds (Multifamily Direct Loan Applications Only) [§13.2(8)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution is not eligible for consideration as a Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality) <strong>CANNOT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>
## Finance Scoring (for Competitive HTC Applications ONLY)

| Self Score Total: | 122 |

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

Name of the Local Political Subdivision providing the funding:

City of Killeen

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

**Total Points Claimed:** 1

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

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

**Total Points Claimed:** 18

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

- Percent of Units restricted to serve households at or below 30% of AMGI: 9.62%
- HTC funding request as a percent of Total Housing Development Cost: 8.54%

**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 Should be Included Behind this Tab

**All Supporting Documents MUST BE CONSISTENT with the Sources and Uses**

- **X** Executed Pro Forma from Permanent or Construction Lender
- **X** Letter from lender regarding approval of Principals (consistent with Template)
- **X** Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must **include a statement confirming they are aware the Applicant intends to elect income averaging.** If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- **NA** Evidence of any Gap Financing, terms included
- **NA** Evidence of any Owner Contributions, with financial support if required
- **X** Evidence of Equity Financing (HTC applications only)
- **NA** Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- **X** Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- **NA** Evidence of Rental Assistance/Subsidy
### 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 pro forma period should be attached to this exhibit.

#### INCOME

<table>
<thead>
<tr>
<th>Year</th>
<th>Potential Gross Annual Rental Income</th>
<th>Secondary Income</th>
<th>Provision for Vacancy &amp; Collection Loss</th>
<th>Rental Concessions</th>
<th>Effective Gross Annual Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$785,196</td>
<td>$18,720</td>
<td>($60,294)</td>
<td>0</td>
<td>$743,622</td>
</tr>
<tr>
<td>2</td>
<td>$800,900</td>
<td>19,094</td>
<td>($61,500)</td>
<td>0</td>
<td>$758,495</td>
</tr>
<tr>
<td>3</td>
<td>$816,918</td>
<td>19,476</td>
<td>($62,730)</td>
<td>0</td>
<td>$773,665</td>
</tr>
<tr>
<td>4</td>
<td>$833,256</td>
<td>19,866</td>
<td>($53,984)</td>
<td>0</td>
<td>$789,138</td>
</tr>
<tr>
<td>5</td>
<td>$849,921</td>
<td>20,263</td>
<td>($65,264)</td>
<td>0</td>
<td>$804,921</td>
</tr>
<tr>
<td>10</td>
<td>$938,382</td>
<td>22,372</td>
<td>($72,057)</td>
<td>0</td>
<td>$960,754</td>
</tr>
<tr>
<td>15</td>
<td>$1,036,049</td>
<td>24,701</td>
<td>($79,556)</td>
<td>0</td>
<td>$981,194</td>
</tr>
</tbody>
</table>

#### EXPENSES

<table>
<thead>
<tr>
<th>Item</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>$37,440</td>
<td>$38,563</td>
<td>$39,720</td>
<td>$40,912</td>
<td>$42,139</td>
<td>$48,851</td>
<td>$56,631</td>
</tr>
<tr>
<td>Management Fee</td>
<td>37,181</td>
<td>37,925</td>
<td>38,683</td>
<td>39,457</td>
<td>40,246</td>
<td>44,435</td>
<td>49,060</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$60,466</td>
<td>$62,280</td>
<td>$64,148</td>
<td>$66,073</td>
<td>$68,054</td>
<td>$72,129</td>
<td>$78,088</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,632</td>
<td>$22,281</td>
<td>$22,949</td>
<td>$23,638</td>
<td>$24,347</td>
<td>$28,225</td>
<td>$32,720</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$49,504</td>
<td>$50,989</td>
<td>$52,519</td>
<td>$54,094</td>
<td>$55,717</td>
<td>$64,591</td>
<td>$74,879</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$29,224</td>
<td>$30,101</td>
<td>$31,004</td>
<td>$31,934</td>
<td>$32,892</td>
<td>$38,131</td>
<td>$44,204</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$65,349</td>
<td>$67,309</td>
<td>$69,329</td>
<td>$71,409</td>
<td>$73,551</td>
<td>$85,266</td>
<td>$98,846</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,000</td>
<td>$27,780</td>
<td>$28,538</td>
<td>$29,570</td>
<td>$30,545</td>
<td>$33,924</td>
<td>$39,327</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$36,400</td>
<td>$37,465</td>
<td>$38,579</td>
<td>$40,402</td>
<td>$42,230</td>
<td>$46,462</td>
<td>$53,312</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$456,270</td>
<td>$469,586</td>
<td>$483,295</td>
<td>$497,407</td>
<td>$511,934</td>
<td>$591,251</td>
<td>$682,969</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$287,352</td>
<td>$288,908</td>
<td>$290,370</td>
<td>$291,731</td>
<td>$292,986</td>
<td>$297,447</td>
<td>$298,225</td>
</tr>
</tbody>
</table>

#### DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>First Deed of Trust Annual Loan Payment</th>
<th>Second Deed of Trust Annual Loan Payment</th>
<th>Third Deed of Trust Annual Loan Payment</th>
<th>Other Annual Required Payment</th>
<th>ANNUAL NET CASH FLOW</th>
<th>CUMULATIVE NET CASH FLOW</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$47,872</td>
<td>$47,872</td>
</tr>
<tr>
<td>2</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$49,428</td>
<td>$97,301</td>
</tr>
<tr>
<td>3</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$50,890</td>
<td>$148,191</td>
</tr>
<tr>
<td>4</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$52,251</td>
<td>$200,442</td>
</tr>
<tr>
<td>5</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$53,506</td>
<td>$253,948</td>
</tr>
<tr>
<td>10</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$57,967</td>
<td>$532,631</td>
</tr>
<tr>
<td>15</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$58,745</td>
<td>$824,409</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other (Describe)</td>
<td>1.21</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other (Describe)</td>
<td>1.21</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other (Describe)</td>
<td>1.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other (Describe)</td>
<td>1.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Other (Describe)</td>
<td>1.23</td>
</tr>
</tbody>
</table>

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

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

**Signature, Authorized Representative, Syndicator**

If a revised form is submitted, date of submission: 2/24/2019
February 26, 2019

Villas at Robinett 19 LP  
Attn: Donna Rickenbacker  
DWR Development Group, LLC  
6300 West Loop south, Suite 670  
Bellaire, TX 77401

Re: Villas at Robinett, Killeen, Texas

Dear Donna,

I have received and reviewed the 15 year pro forma for Villas at Robinett. The attached 15 year pro forma was prepared by Villas at Robinett 19, LP, the applicant, and indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years of operation following stabilization. The proforma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the current underwriting parameters of BBVA Compass and consistent with the loan terms indicated in the term sheet. These projections, which indicate that the Development is expected to be feasible for fifteen years, are made based upon the preliminary information provided by the borrower, and are subject to further due diligence review and revision by BBVA Compass.

Additionally, BBVA Compass has performed a preliminary review of the credit worthiness of Villas at Robinett 19, LP, and its principals, DWR Development Group, LLC and Donna Rickenbacker. At this time, BBVA Compass has no reservations with Villas at Robinett 19, LP, or any of the principals or guarantors of the borrower. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

Please be advised that this letter does not represent a commitment by BBVA Compass to provide financing for the Development, nor an offer to commit. Any such commitment would be subject to receipt and satisfactory review of all then-current due diligence materials required by BBVA Compass.

If you should have any questions, please feel free to contact me at 713-966-2303.

Sincerely,

Ken L. Overshiner  
Senior Vice President  
Community Development Capital

BBVA Compass is a trade name of Compass Bank, a member of the BBVA Group. Compass Bank, Member FDIC.
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 mode during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$785,196</td>
<td>$800,900</td>
<td>$816,918</td>
<td>$833,256</td>
<td>$849,921</td>
<td>$938,382</td>
<td>$1,036,049</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$18,720</td>
<td>$19,094</td>
<td>$19,476</td>
<td>$19,866</td>
<td>$20,263</td>
<td>$22,472</td>
<td>$24,701</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$803,916</td>
<td>$819,994</td>
<td>$836,394</td>
<td>$853,122</td>
<td>$870,185</td>
<td>$960,754</td>
<td>$1,060,750</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>$(60,294)</td>
<td>$(51,500)</td>
<td>$(62,730)</td>
<td>$(63,984)</td>
<td>$(65,264)</td>
<td>$(72,057)</td>
<td>$(79,556)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$743,622</td>
<td>$758,495</td>
<td>$773,665</td>
<td>$789,138</td>
<td>$804,921</td>
<td>$888,697</td>
<td>$981,194</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$37,440</td>
<td>$38,563</td>
<td>$39,720</td>
<td>$40,912</td>
<td>$42,139</td>
<td>$48,851</td>
<td>$56,631</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$37,181</td>
<td>$37,252</td>
<td>$38,683</td>
<td>$39,457</td>
<td>$40,246</td>
<td>$44,435</td>
<td>$49,060</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$119,314</td>
<td>$122,893</td>
<td>$126,580</td>
<td>$130,378</td>
<td>$134,289</td>
<td>$155,678</td>
<td>$180,473</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$60,466</td>
<td>$62,280</td>
<td>$64,148</td>
<td>$66,073</td>
<td>$68,054</td>
<td>$78,894</td>
<td>$91,460</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,632</td>
<td>$22,281</td>
<td>$22,949</td>
<td>$23,638</td>
<td>$24,347</td>
<td>$28,225</td>
<td>$32,720</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$49,504</td>
<td>$50,989</td>
<td>$52,519</td>
<td>$54,094</td>
<td>$55,717</td>
<td>$64,591</td>
<td>$74,879</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$29,224</td>
<td>$30,101</td>
<td>$31,004</td>
<td>$31,934</td>
<td>$32,892</td>
<td>$38,131</td>
<td>$44,204</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$65,349</td>
<td>$67,309</td>
<td>$69,329</td>
<td>$71,409</td>
<td>$73,551</td>
<td>$85,266</td>
<td>$98,846</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,000</td>
<td>$27,583</td>
<td>$28,411</td>
<td>$29,263</td>
<td>$33,924</td>
<td>$39,327</td>
<td>$44,404</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$10,160</td>
<td>$10,465</td>
<td>$10,779</td>
<td>$11,102</td>
<td>$11,433</td>
<td>$13,256</td>
<td>$15,368</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$456,270</td>
<td>$469,586</td>
<td>$483,295</td>
<td>$497,407</td>
<td>$511,934</td>
<td>$591,251</td>
<td>$682,969</td>
</tr>
</tbody>
</table>

| NET OPERATING INCOME | $287,352     | $288,908     | $290,370     | $291,731     | $292,986     | $297,447     | $298,225     |

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
<td>$239,480</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER ANNUAL REQUIRED PAYMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$47,872</td>
<td>$49,428</td>
<td>$50,890</td>
<td>$52,251</td>
<td>$53,506</td>
<td>$57,967</td>
<td>$58,745</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$47,872</td>
<td>$97,301</td>
<td>$148,191</td>
<td>$200,442</td>
<td>$253,948</td>
<td>$352,631</td>
<td>$824,909</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.21</td>
<td>1.22</td>
<td>1.22</td>
<td>1.24</td>
<td>1.25</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></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

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/24/2019
February 26, 2019

Villas at Robinett 19 LP
Attn: Donna Rickenbacker
DWR Development Group, LLC
6300 West Loop south, Suite 670
Bellaire, TX 77401

Re: Villas at Robinett, Killeen, Texas

Dear Donna,

BBVA Compass Bank (the “Bank”) is pleased to provide you with this Letter of Terms for the Construction and Permanent financing of the Villas at Robinett affordable housing community. The following terms and conditions were based upon a preliminary review of the Borrower’s 2019 TDHCA Housing Tax Credit Application:

Construction Loan:

Borrower: Villas at Robinett 19 LP

Collateral: The Subject Loan shall be secured by a first mortgage lien and an assignment of rents and leases on the 104-unit LIHTC project to be located in Killeen, Texas. Additionally, the Loan shall be secured by an Assignment of the General Partner Interest and Deferred Developer’s Fee.

Amount: Up to $13,112,000. The Loan amount shall be limited to 80% of the LIHTC Investment Value, which is the combined value of the Tax Credits plus the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

Interest Rate: 1 month Libor + 2.50%. Interest-only payments shall be due monthly. The Bank utilized an underwriting rate of 5%.

Fees: 1% Origination Fee. Additionally, the Borrower shall be responsible for the reimbursement of other costs related to the extension of this loan including, but not limited to: appraisal fees, the Bank’s legal fees, environmental and other third party review fees.

Maturity: Twenty-four (24) Months from Closing with a six month extension at Bank’s option.

Guarantee: Full payment and completion guarantees and environmental indemnity by DWR Development Group, LLC and Donna W. Rickenbacker.

Tax Credit Equity: Approximately $13,348,665. Equity pay in schedule and investor must be acceptable to BBVA Compass.

Repayment: Construction loan will be repaid from equity funded at completion or after completion, along with the permanent loan (if any).

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Conditions to
Closing:

- Borrower, Managing Member, and Guarantor certify that there are no defaults, no material litigation and no material adverse change in the financial or project information provided to Bank in connection with the Loan request.
- Receipt, review and approval of appraisal, environmental assessment, construction consultant and other third party reports.
- Contractor shall be acceptable to bank.
- All documentation satisfactory to Bank and its legal counsel.
- Evidence of a commitment by a tax credit investor acceptable to Bank for the acquisition of 9% low income housing tax credits on terms, including pay-in schedule amounts and timing, acceptable to Bank.
- All subsidy funds must be committed and closed simultaneously with the closing of the Loan.
- Final project budget to be approved by Bank, including a 5% hard cost contingency.
- Receipt of all required municipal and other governmental approvals.
- Approval of current financial statements of the Guarantor.
- Borrower counsel opinion in form and content satisfactory to Bank.
- Mortgage title insurance policy insuring the bank’s lien shall contain no objectionable liens, including matters of the survey.
- Bank shall receive and approve the following items prior to the closing of the construction loan:
  - Final plans and specs stamped by architect.
  - Copy of construction contract and final budget.
  - Copy of builders risk policy with Compass Bank named as loss payee.
  - Copy of recorded limited partnership and syndication agreements.
- All terms subject to market fluctuation.

Acknowledgement Of Sources:
The Bank acknowledges all proposed sources of funds as represented on the Schedule of Sources of Funds.

Permanent Loan:

Provided that there are no events of default, the Borrower may elect to exercise the option to convert the Construction Loan to the Permanent Loan provided that 1) the Construction Loan has been Paid down to the Perm Loan Amount; 2) the Property has achieved a minimum occupancy of 90% for 90 days; and 3) the Property has achieved a Pro Forma Debt Service Cover Ratio of 1.15.

Amount: Up to $3,600,000. The Loan amount shall be limited to 80% of the stabilized value of the Real Estate based upon an Appraisal acceptable to the Bank.

Interest Rate: Fixed rate based on the 15 year USD Swap + 320 bps for a 24 month forward rate lock. The Bank used an underwriting rate of 6.00%.

Fee: 1% of the permanent loan amount as well as any required third-party report updates and Bank legal fees.

Maturity: Eighteen (18) years.

Amortization: Thirty-five (35) years.

Recourse: The loan is specifically to be non-recourse.

Prepayment: Following conversion, the loan will have standard prepayment (yield maintenance) penalties. Prior to conversion, there are no break fees.
Unless extended by the Bank at its sole discretion, the preliminary terms contained in this proposal shall automatically expire December 31, 2019, and are subject to receipt, review and acceptance of all due diligence materials by BBVA Compass. BBVA Compass cannot issue a legally binding lending commitment until formal credit approval has been obtained.

BBVA Compass wishes to thank you for the opportunity to provide financing for this project. If you have any questions, please feel free to contact me at 713-966-2303.

Sincerely,

Ken L. Overshiner
Senior Vice President,
Community Development Capital
<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>$</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>BBVA</td>
<td>Conventional Loan</td>
<td>$13,112,000</td>
<td>5.00%</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>BBVA</td>
<td>Conventional Loan</td>
<td>$3,500,000</td>
<td>6.00%</td>
<td>35</td>
<td>18</td>
</tr>
<tr>
<td></td>
<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>
<td></td>
</tr>
<tr>
<td>Hudson Housing Capital</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,669,733</td>
<td>$13,348,665</td>
<td>0.89</td>
</tr>
<tr>
<td>Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Killeen</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$1,000</td>
<td>$1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DWR Development Group, LLC</td>
<td></td>
<td>$1,788,833</td>
<td>$721,209</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td>$17,571,566</td>
<td>$17,570,874</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$17,570,874</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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).
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).

BBVA will provide construction financing and upon conversion a permanent loan. Hudson provide the equity financing at closing, completion, conversion, and 8609. The City of Kileen will contribute $1,000 at or after losing. DWR Development Group will defer ~$721k of developer fee to be paid form cash flow.

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.

No existing reserves. $250/u/y is the anticipated replacement reserve.

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.

LIHTC rents with about 13% MR. Rents for MR units are at 60% AMI gross.

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: 713 966 2303

Email address: Ken.Overholt@BBVA.com

If a revised form is submitted, date of submission: 2/26/19
February 21, 2019

Donna Rickenbacker
DWR Development Group, LLC
6300 West Loop South, Suite 670
Bellaire, TX 77401

Re: Villas at Robinett – Killeen, TX

Dear Donna:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the limited partnership interest in the limited partnership that will own Villas at Robinett.

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in partnerships which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% limited partnership interest in the Partnership which will own a 104-unit complex in Killeen, Texas (the “Property”). You have advised us that DWR Development Group, LLC (the “Developer”) will be the developer of the Property and Villas at Robinett GP, LLC (the “General Partner”), a single purpose entity, will be the general partner of the Partnership. DWR Development Group, LLC and Donna Rickenbacker (collectively, the “Guarantor”) shall jointly and severally guarantee the obligations of the General Partner under the partnership agreement to be entered into between the parties (the “Partnership Agreement”). The Guarantor will be required to maintain minimum liquidity and net worth covenants to be negotiated (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Partnership as a special limited partner (the “Special Limited Partner” or “SLP”) with limited supervisory rights.

You have further advised us that the Property expects to receive an allocation of 9% Tax Credits in the annual amount of $1,500,000 and that 91 of the 104 units will qualify for Tax Credits.
I. **Equity Investment**

The Investor will contribute to the Partnership a total of $13,348,665 (the “Total Equity”) or approximately $0.89 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

<table>
<thead>
<tr>
<th>Contribution</th>
<th>Contribution %</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>20%</td>
<td>Closing and through construction</td>
</tr>
<tr>
<td>Second</td>
<td>60%</td>
<td>100% Completion</td>
</tr>
<tr>
<td>Third</td>
<td>18%</td>
<td>Permanent Loan Closing &amp; Breakeven Date</td>
</tr>
<tr>
<td>Fourth</td>
<td>2%</td>
<td>Issuance of 8609s</td>
</tr>
</tbody>
</table>

A. **First Capital Contribution.** The Investor will fund the First Capital Contribution at Closing.

B. **Second Capital Contribution.** The Second Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson; (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of a final Tax Credit cost certification from independent accountants to the Partnership (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) receipt of a pay-off letter from the general contractor or sub-contractors, as applicable; (v) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); and (vi) if not received at the Initial Closing, receipt of a carry-over allocation.

C. **Third Capital Contribution.** The Third Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) closing of the permanent first mortgage loan (“Permanent Loan Closing”); (ii) achievement of Breakeven Operations for 3 months (“Breakeven Date”); (iii) receipt of prior year’s income tax returns in the event such returns are then due; (iv) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Partnership will claim for 2021/2022 and the amount allocable to each partner (the “Final Certification”); (v) receipt and approval of initial tenant files; and (vi) satisfactory financial condition of the Guarantors (i.e. compliance with the Net Worth and Liquidity Covenant).

“Breakeven” shall mean that, for each such month, occupancy is at least 90% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances for the rent-restricted units) exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and
generates debt service coverage of not less than 1.15X on all mandatory debt assuming the greater of actual or a 7.5% vacancy rate on the residential income.

D. Fourth Capital Contribution. The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Partnership Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) receipt of Form 8609 with respect to all buildings constituting the Property; and (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

If the conditions for payment of the Fourth Capital Contribution have been met except for the receipt of (iv) above, $15,000 of the Fourth Capital Contribution will be held back and promptly released upon receipt of the same.

Our offer is also contingent on the following financing sources and assumptions:

a. Construction loan in the approximate amount of $13,112,000.

b. Permanent Loan in the approximate amount of $3,500,000, with a fixed interest rate not to exceed 6.00%, a term of 18 years, and payments based on 35-year amortization.

II. Developer Fee

The Developer shall receive a Developer Fee of $2,038,833. The Developer Fee expected to be available from capital sources (the “Cash Developer Fee”) which shall be paid as follows: (i) 20% at closing; (ii) 40% less amount previously paid to date at the time of the Second Capital Contribution and (ii) the balance from the Third and Fourth Capital Contributions.

You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit issuing agency. Deferred developer fees estimated to be $721,209 shall be paid from available cash flow as detailed in Section IV and shall not bear interest. Principal payments on the deferred developer fees shall commence with the funding of the Third Capital Contribution. The General Partner agrees to make a special capital contribution to the Partnership equal to any unpaid balance of the deferred portion of the Developer Fee if such portion has not been fully paid within 14 years from the date of the payment of the Second Capital Contribution.
II. **Property Management Fee**

The General Partner may retain an affiliated entity to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 5% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the General Partner in the event of fraud/gross negligence or material default by the Manager). If the managing agent is affiliated with the General Partner, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

IV. **Cash Flow Distributions**

Cash flow from the Property, after payment of operating expenses, which shall include the Administrative Expense Reimbursement, current and any deferred property management fees from prior years, debt service, replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Limited Partner (“Cash Flow”), shall be distributed annually (subsequent to the Third Capital Contribution) as follows:

A. to the payment of any Operating Deficit Loans, if any;
B. to the replenishment of the Operating Reserve;
C. 90% of the remaining Cash Flow to payment of Developer Fees, then the balance, if any, to the General Partner as a preferred return with an equivalent allocation of income; and
D. the remainder to be split in accordance with Partnership interests.

V. **Sale or Refinancing Proceeds**

Net sale or refinancing proceeds (i.e., after payment of outstanding debts, liabilities (other than to the General Partner and its affiliates) and expenses of the Partnership, and establishment of necessary reserves) shall be distributed as follows:

A. Repayment of outstanding loans by the limited partners, if any;
B. Payment of amounts due to the limited partners;
C. Repayment of outstanding loans by the General Partner, including the Developer Fee (if not paid) and Operating Deficit loans; and
D. 10% to the Investor and 90% to the General Partner.

VI. **Right of First Refusal / Option**

A. **ROFR:** A qualified non-profit corporation designated by the General Partner shall have a right of first refusal as allowed under Section 42 of the Code, commencing upon the expiration of the tax credit compliance period and ending one year thereafter, to purchase the Property for the outstanding debt (including any amounts owed to the Investor) plus all exit taxes of the limited partners (the “Right of First Refusal Price”).
B. **Option:** The General Partner or its designated affiliate shall have a non-assignable option, for a period of one year subsequent to the expiration of the tax credit compliance period, to purchase the Property for the greater of (a) the fair market value of the Property (based on a bona-fide third party offer), and (b) Right of First Refusal Price.

### VII. General Partner Commitments

A. **Low Income Housing Tax Credit Adjustment.** Our offer is based upon the assumption that the Partnership will qualify for and claim $300,000 of Tax Credits in 2021, the full amount of the Partnership’s Tax Credit allocation, $1,500,000, for Tax Credits for each year from 2022 through 2030, and $1,200,000 of Tax Credits in 2031.

1. **Adjustments during equity payment (construction and lease-up) period**

   a. **Volume Adjuster**
   
   In the event that either the Form 8609’s or the Final Certification indicates that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Partnership Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the General Partner to the Investor sufficient to restore the Tax Credit Ratio as defined in Section I above.

   b. **Timing Adjuster**
   
   Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credits allocable to the Partnership is unchanged, the amount of Tax Credits allocable to the Partnership in 2021/2022 is less than the amounts specified above for the corresponding years, the Second/Third/Fourth Capital Contributions will be reduced by $0.65 for each dollar by which such amount exceeds the actual amount of Tax Credits allocable to the Partnership for such period.

2. **Adjustments during compliance period**

   A. **Compliance Adjuster.** After the Form 8609’s have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Partnership is less than the amount specified in such Forms, the General Partner shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor’s interest in the Partnership, or due to a change of applicable tax law), the General Partner shall upon demand indemnify the Investor and its partners against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period. Any fees or Cash Flow payable to the General Partner, or its affiliates, will be subordinated to any required payment pursuant to this paragraph.

   B. **Development Deficit Guarantee.** The General Partner shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and
operations until the funding of the Third Capital Contribution exceed the amount of any funding by approved permanent third party lenders, any unpaid Developer Fees and the amount of the Investor’s capital commitment (adjusted as set forth above), the General Partner shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the funding of the Third Capital Contribution. The contractor will be required to post a P&P Bond or a letter of credit with terms acceptable to Hudson. An “owner’s” construction contingency in an amount equal to 5% of the construction costs will be required.

C. **Operating Deficit Guarantee.** The General Partner shall make interest free loans to the Partnership ( repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the administration fee described in Section VIII below) incurred during the period beginning on the funding of the Third Capital Contribution and ending on the completion of 3 consecutive years of Breakeven operations, in an amount not to exceed 12 months of underwritten operating expenses in the aggregate, provided that the Operating Reserve has been replenished to its Minimum Balance.

The General Partner will also be obligated to fund an Operating Reserve in an amount equal to six months operating expenses and debt service at the time of the Third Capital Contribution. Any draws from the Operating Reserve shall be replenished from cash flow. Withdrawals of up to 50% of the Operating Reserve will be allowed prior to the expiration of the Operating Deficit Guaranty.

D. **Obligations of General Partner.** Immediately following the occurrence of any of the following events, the General Partner shall, at the option of the Investor, (x) admit the Special Limited Partner or its designee as the managing general partner of the Partnership and, at the option of the Investor, withdraw from the Partnership; or (y) repurchase the Investor’s interest in the Partnership: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service; (ii) the Property is not fully placed in service by December 31, 2021; (iii) the permanent loan commitment is cancelled or substantially modified, and a suitable replacement loan (to be approved by the Investor) is not obtained or if the Property qualifies for a permanent loan not sufficient to balance the sources and uses of funds; (iv) permanent loan closing has not occurred by December 31, 2022; (v) the Partnership fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (vi) the Partnership shall have been declared in default by any mortgage lender or under the tax credit allocation, or foreclosure proceedings have been commenced against the Property, and such default is not cured or such proceeding is not dismissed within 30 days; or (vii) there is a material violation of the Partnership Agreement by the General Partner or, if the property manager is an affiliate of the General Partner, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Partnership or the Property.
If the Investor elects to have its interest repurchased by the General Partner, the repurchase price shall be equal to the sum of (i) 105% of the Total Equity, (ii) interest at Prime + 1% on capital contributions made to date, and (iii) any tax liability incurred by the Investor as a result of such repurchase, less the amount of Total Equity which has not been contributed by the Investor at such time.

E. **Replacement Reserve.** Commencing with the month following Completion, the Partnership will make a minimum monthly replacement reserve deposit (the “Minimum Deposit”) equal to (on an annualized basis) the greater of (i) the amount required by the permanent lender and (ii) $250/unit. The amount of the Minimum Deposit shall be increased annually by a percentage (the “CPI Percentage”). If the sum of all lender-imposed monthly replacement reserve deposits is less than the Minimum Deposit, Investor will establish a separate account into which the General Partner will deposit the difference. Any interest earned on such account shall become a part thereof.

F. **Reporting.** The Partnership will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Partnership, not later than November 1 of the preceding year; and (d) the Partnership’s tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Partnership tax returns or K-1 forms prior to the specified deadline shall be (i) $50 per day for the first seven days after such deadline, (ii) $100 per day for the next seven days, and (iii) $150 per day thereafter, provided that the amount of such penalty shall not exceed $5,000 in any year.

**VIII. Fees to Affiliates of Hudson**

**Administrative Expense Reimbursement.** An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Partnership in the amount of $7,500, which amount shall be increased annually by the CPI Percentage. Such fee shall commence in the year of funding of the Third Capital Contribution.

**IX. Representations, Warranties and Covenants**

The General Partner shall make certain representations and warranties as to the Partnership, the General Partner and the Property to be set forth in the Partnership Agreement. The payment of each Capital Contribution shall be conditioned upon certification by the General Partner as to the continued accuracy of these representations and warranties.

**X. Accountants**

The Accountants for the Partnership shall be CohnReznick Group, Novogradac & Co., or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Partnership Agreement, and the Final Certification referred to in Section I.c. above.
XI. **Investment Partnership Rights**

The Partnership Agreement will provide certain approval rights as to major actions proposed to be taken by the General Partner. The Investor shall have the right to remove the General Partner and the Manager for cause.

XII. **Insurance**

At the closing, the General Partner shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a “date down” of such policy shall be provided.

The General Partner shall provide for (i) liability (general and excess) insurance in an aggregate amount of at least $6,000,000 per occurrence increased biennially by the CPI Percentage; (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a FEMA-designated flood hazard zone) in an amount of not less than the full replacement value of the Property; (iii) rental loss insurance for a period of 12 months after the date of loss; and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Apartment Complex. All policies shall name the Investor as an additional insured and/or lender’s loss payee (where applicable) and shall otherwise be subject to Investor approval.

XIII. **Indemnity Agreement**

The General Partner shall indemnify the Investor, Hudson and its affiliates, and their respective officers and directors for any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the General Partner or its agents set forth in any document delivered by the General Partner or its agents in connection with the acquisition of the Property, the investment by the Investor in the Partnership and the execution of the Partnership Agreement.

XIV. **General Conditions**

Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders; (ii) review of title (including a “date-down” endorsement), survey, environmental and other legal and regulatory matters; (iii) receipt of a “No Change” legal opinion from counsel to the Partnership; and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.
XV. **Conditions to Closing**

Hudson will perform, and will request the full cooperation of you and your professionals in, customary due diligence in connection with the acquisition of the Property and the Investor interest in the Partnership.

To facilitate the due diligence process, you agree to deliver to Hudson in a timely manner: (i) an appraisal; (ii) a Phase I environmental study of the Property site, prepared in accordance with ASTM standards, and any subsequent additional testing deemed necessary by Investor in its sole discretion; (iii) evidence that none of the buildings are located in the 100 year flood plain; (iv) evidence of the allocation/reservation of Tax Credits; (v) evidence of payment by the General Partner of any taxes imposed on the transfer of the limited Partnership interest in the Partnership; (vi) representation from a certified public accountant with regard to the tax credit basis being sufficient to support the allocated Tax Credits and the validity of depreciating real property over 30 years; (vii) evidence of the financial status of the Guarantor by way of current financial statements prepared in accordance with A.I.C.P.A. standards; (viii) evidence that the proforma rents are at least at a 10% discount to market rents; and (ix) such other materials as are reasonably required by Investor as part of its customary financial and legal due diligence review. Such items shall be prepared and furnished at your own expense. Your execution of this Letter of Intent will also be deemed consent to perform background checks on the principal(s) of the General Partner and Developer, as well as any individual Guarantor. At closing, Hudson shall be reimbursed up to $50,000 for its legal and due diligence related expenses. The General Partner understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Partnership shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. In the event this Letter of Intent is terminated or the transaction does not close, Hudson shall be reimbursed for its legal and due diligence expenses incurred to date.

Additionally, approval of this transaction is subject to Investor’s satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. Specifically, the Tax Credit Ratio and Total Capital Contribution identified in Section I are based on current market conditions. Any change in such market conditions, including but not limited to, changes related to expectations of higher interest rates, shall cause the Investor, in its sole discretion, to modify the Tax Credit Ratio.

We acknowledge all proposed sources of capital as represented on the Schedule of Sources.

By executing this proposal and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter of Intent is terminated by mutual consent or unless you are notified that, pursuant to its due diligence, the Investor will not complete its investment in the Partnership, which notification shall be given not later than 45 days from our receipt of this Letter of Intent executed by you, subject to extension in the event of any delay on your part in furnishing the requested due diligence materials.
If the above proposal is acceptable, please indicate your acceptance by executing two copies of this Letter of Intent and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,

Hudson Housing Capital LLC

By: __________________________
   Joshua Lappen
   Vice President

Cc: Sam Ganeshan, Hudson Housing Capital, LLC

ACCEPTED AND AGREED TO
THIS _____ DAY OF _____, ___

By:______________________________
### 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>Lien Position</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>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Debt</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0 0.00%</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0 0.00%</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0 0.00%</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>BBVA</td>
<td>Conventional Loan</td>
<td>$13,112,000 5.00%</td>
<td>1</td>
<td>$3,500,000 6.00%</td>
<td>35</td>
</tr>
<tr>
<td>BBVA</td>
<td>Conventional Loan</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Third Party Equity</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hudson Housing Capital</td>
<td>HTC</td>
<td>$1,500,000 $2,669,733</td>
<td>$13,348,665</td>
<td>0.89</td>
<td></td>
</tr>
<tr>
<td><strong>Grant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Killeen</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$1,000</td>
<td>$1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Deferred Developer Fee</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DWR Development Group, LLC</td>
<td></td>
<td>$1,788,833</td>
<td>$721,209</td>
<td>$1,757,874</td>
<td>$17,570,874</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Sources of Funds** $17,571,566

**Total Uses of Funds** $17,570,874

2/26/2019
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).

BBVA will provide construction financing and upon conversion a permanent loan. Hudson provide the equity financing at closing, completion, conversion, and 8609. The City of Kileen will contribute $1,000 at or after losing. DWR Development Group will defer ~$721k of developer fee to be paid from cash flow.

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.

No existing reserves. $250/u/y is the anticipated replacement reserve.

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.

LIHTC rents with about 13% MR. Rents for MR units are at 60% AMI gross.

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: 763.966.2363

Email address: Ken.Overline@ubtn.com

If a revised form is submitted, date of submission: 2/26/2019
February 14, 2019

Mr. Zach Krochtangel  
Skyline Development LLC  
3600 W. Loop S Suite 670  
Bellaire, Texas 77401

RE: Resolution of Support with Funding

Dear Mr. Krochtangel:

The Killeen City Council met on February 12, 2019 to consider supporting the proposed development of Villas at Robinett and the application of housing tax credits to the Texas Department of Housing & Community Affairs. Enclosed please find the Resolution of Support executed by the Mayor of Killeen, Jose L. Segarra.

The Killeen City Council issued the Resolution of Support with Funding to this proposed project. The council also supported the proposed project with funding assistance in the amount of $1,000 in HOME program funds as a loan/grant to the development.

The City looks forward to learning the outcome of the awards by the governing board in July 2019. If you need any further documentation, please let me know.

Regards,

[Signature]

Leslie K. Hinkle  
Executive Director of Community Development

LH

Enclosure: Resolution of Support
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

   - **Ownership Interest:** 90.00%
   - **Cash flow from operations:** 90.00%
   - **Developer Fee:** 100.00%
   - **Total:** 280.00% (Must equal at least 50% regardless of structure)

   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - **Yes** A detailed narrative describing how that material participation will be achieved is included.
   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - **Yes** A detailed narrative describing experience in each category is included.

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

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

   **Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

   - [ ] A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [ ] A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.
   - [x] 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
APPLICATION NO. 19166 – VILLAS AT ROBINETT

SPONSOR CHARACTERISTICS – HUB EXPERIENCE AND STATEMENT OF MATERIAL PARTICIPATION

DWR Development Group, LLC is certified by the State of Texas as a Historically Underutilized Business (HUB Certificate-Attached). DWR Development Group, LLC is wholly owned by Donna Rickenbacker who has been involved in the market rate and affordable rental housing industry for more than 25 years in the capacity as an owner, developer and consultant to for-profit and non-profit owners and developers. Experience Certificate-Attached.

Villas at Robinett is an affordable rental housing community being proposed near the SEC of Robinett Rd. and W. Elms Rd., Killeen, Texas 76549 (the “Project”). DWR Development Group, LLC will materially participate in all aspects of the ownership, development and operation of the Project throughout the compliance period. DWR Development Group will ensure that the Project is developed and operated as a low-income rental housing community in accordance with Section 42 of the Code and in compliance with all TDHCA rules and regulations. DWR Development Group, LLC will assist in supervising the management agent in the overall day to day operation of the Project.
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/tpasscmbisearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

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

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Ms. Donna W. Rickenbacker
710 North Post Oak Road, Suite 400
Houston, Texas 77024

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Ms. Rickenbacker:

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 Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

[Signature]

Jean M. Latsha
Director of Multifamily Finance
Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

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

In the case of:

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

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

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

**Org. Chart Example:**

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

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

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.
Ownership Organizational Chart

Villas at Robinett
TDHCA#: 19166
Killeen, Texas

Villas at Robinett 19 LP
a Texas Limited Partnership (tbf)

Villas at Robinett GP, LLC
a Texas Limited Liability Company (tbf)
General Partner
0.01%

DWR Development Group, LLC
a Texas Limited Liability Company
(Certified HUB)
Managing Member
90%
Ability to Exercise Control

Donna Rickenbacker
Sole Member
100%

Skyline Development, LLC
a Texas Limited Liability Company
Member
10%

James E. Rickenbacker
Sole Member
100%

Special Limited Partner/Syndicator
99.99%
Developer Organizational Chart

Villas at Robinett
TDHCA#: 19166
Killeen, Texas

Developer

DWR Development Group, LLC
a Texas Limited Liability Company
(Certified HUB)

Donna Rickenbacker
Sole Member
100%
Guarantor Organizational Chart

Villas at Robinett
TDHCA#: 19166
Killeen, Texas

DWR Development Group, LLC
a Texas Limited Liability Company
(Certified HUB)

Donna Rickenbacker
Sole Member
100%
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>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Villas at Robinett GP, LLC (tbf)</td>
<td>GP of Applicant</td>
<td>6300 West Loop South, Ste. 670</td>
<td>Bellaire</td>
<td>TX</td>
<td>77401</td>
</tr>
<tr>
<td>DWR Development Group, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DWR Development Group, LLC</td>
<td>Mem-Org. 1/Dev./Guar</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skyline Development LLC</td>
<td>10% GPMember</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

| Org. 1 | Organization Legal Name: Villas at Robinett GP, LLC (tbf) | Address: 6300 West Loop South, Ste. 670 | City: Bellaire | State: TX | Zip: 77401 |
| Name(s) of Entities the Organization Owns or Controls: | Applicant |
| Organization legally formed? | No | Date formed: | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? | No | Phone: | Email: donna@dwrdevelopment.com |
| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | Yes |

1. DWR Development Group, LLC
   - TDHCA Experience: Yes

2. Skyline Development, LLC
   - TDHCA Experience: Yes

3. DWR Development Group, LLC
   - TDHCA Experience: Yes

4. Skyline Development LLC
   - TDHCA Experience: Yes

5. Skyline Development LLC
   - TDHCA Experience: Yes

6. Skyline Development LLC
   - TDHCA Experience: Yes

| Org. 2 | Organization Legal Name: DWR Development Group, LLC | Address: 6300 West Loop South, Ste. 670 | City: Bellaire | State: TX | Zip: 77401 |
| Name(s) of Entities the Organization Owns or Controls: | Org. 1/Developer/Guarantor |
| Organization legally formed? | Yes | Date formed: 2/16/2008 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? | Yes | Phone: 7135600068 | Email: donna@dwrdevelopment.com |
| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | Yes |

1. Donna Rickenbacker
   - TDHCA Experience: Yes

2. Donna Rickenbacker
   - TDHCA Experience: Yes

3. Donna Rickenbacker
   - TDHCA Experience: Yes

4. Donna Rickenbacker
   - TDHCA Experience: Yes

5. Donna Rickenbacker
   - TDHCA Experience: Yes

6. Donna Rickenbacker
   - TDHCA Experience: Yes

| Org. | Organization Legal Name: Skyline Development LLC | Address: 6300 West Loop South, Ste. 670 | City: Bellaire | State: TX | Zip: 77401 |
| Name(s) of Entities the Organization Owns or Controls: | Org. 1 Member of GP |
| Organization legally formed? | Yes | Date formed: 9/20/2017 | Legal Org is or will be: Limited Liability Company |
| Previous TDHCA Experience? | Yes | Phone: 7135607800 | Email: janie@marqueconsultants.com |
| Organization is identified on Org. Chart: | Yes | Ability to exercise Control over the Development? | No |

1. James Rickenbacker
   - TDHCA Experience: Yes

2. James Rickenbacker
   - TDHCA Experience: Yes

3. James Rickenbacker
   - TDHCA Experience: Yes

4. James Rickenbacker
   - TDHCA Experience: Yes

5. James Rickenbacker
   - TDHCA Experience: Yes

6. James Rickenbacker
   - TDHCA Experience: Yes

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
# 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:** Villas at Robinett 19 LP(tbf)-Applicant  
**Email Address:** donna@dwrdevelopment.com  
**City & State of Home Addr:** Houston, TX  
**Applicant Legal Name:** Villas at Robinett 19 LP(tbf)

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.**

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

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.**

   ![X] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CSBG</td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
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

**Person/Role:** Villas at Robinett GP, LLC(tbf)-GP of Applicant

**Email Address:** donna@dwrdevelopment.com

**City & State of Home Addr:** Houston, TX

**Applicant Legal Name:** Villas at Robinett 19 LP(tbf)

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.**

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

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.**

   ![X]
   
   By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ESG</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIHEAP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFDC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HBA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PWD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TBRA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AYBR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bootstrap</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CFDC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Self-Help</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NSP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each.

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>DWR Development Group, LLC - GP Member/Developer/Guarantor/HUB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Donna@dwrdevelopment.com">Donna@dwrdevelopment.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Villas at Robinett 19 LP(tbf)</td>
</tr>
</tbody>
</table>

1. **List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.**

   - By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15170</td>
<td>Lodge at Westlake</td>
<td>Houston</td>
<td>HTC</td>
<td>Jul-15</td>
<td></td>
</tr>
<tr>
<td>16104</td>
<td>Villa Verde Estates</td>
<td>Weslaco</td>
<td>HTC</td>
<td>Jul-16</td>
<td></td>
</tr>
<tr>
<td>16256</td>
<td>Chapman Crossing</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>Jul-16</td>
<td></td>
</tr>
<tr>
<td>12176</td>
<td>Villages at Cypress</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>Jul-12</td>
<td></td>
</tr>
<tr>
<td>18254</td>
<td>Somerset Lofts</td>
<td>Houston</td>
<td>HTC</td>
<td>Jul-18</td>
<td></td>
</tr>
<tr>
<td>18333</td>
<td>Fulton Lofts</td>
<td>Houston</td>
<td>HTC</td>
<td>Jul-18</td>
<td></td>
</tr>
</tbody>
</table>

2. **Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.**

   - By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
<td></td>
<td>ESG</td>
<td>LIHEAP</td>
<td></td>
</tr>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
## 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

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Skyline Development, LLC - Member of GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Jamie@marqueconsultants.com">Jamie@marqueconsultants.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>Villas at Robinett 19 LP(tbf)</td>
</tr>
</tbody>
</table>

### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td></td>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
<td></td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
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

Person/Role: Donna Rickenbacker-Member of GP/Developer/Guarantor

Email Address: Donna@dwrdevelopment.com

City & State of Home Addr: Houston, TX

Applicant Legal Name: Villas at Robinett 19 LP(tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>15170</td>
<td>Lodge at Westlake</td>
<td>Houston</td>
<td>HTC</td>
<td>Jul-15</td>
<td></td>
</tr>
<tr>
<td>16104</td>
<td>Villa Verde Estates</td>
<td>Weslaco</td>
<td>HTC</td>
<td>Jul-16</td>
<td></td>
</tr>
<tr>
<td>16256</td>
<td>Chapman Crossing</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>Jul-16</td>
<td></td>
</tr>
<tr>
<td>12176</td>
<td>Villages at Cypress</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>Jul-12</td>
<td></td>
</tr>
<tr>
<td>18254</td>
<td>Somerset Lofts</td>
<td>Houston</td>
<td>HTC</td>
<td>Jul-18</td>
<td></td>
</tr>
<tr>
<td>18333</td>
<td>Fulton Lofts</td>
<td>Houston</td>
<td>HTC</td>
<td>Jul-18</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

[ ] By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td>CFDC</td>
<td>NSP</td>
</tr>
</tbody>
</table>
Previous Participation Form

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each

Person/Role:  
James E. Rickenbacker, Member of GP

Email Address:  
Jamie@marqueconsultants.com

City & State of Home Addr:  
Houston, TX

Applicant Legal Name:  
Villas at Robinett 19 LP(tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>12176</td>
<td>Village at Cypress</td>
<td>Houston ETJ</td>
<td>HTC</td>
<td>Jul-12</td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

☐ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
<th>CSBG</th>
<th>ESG</th>
<th>LIHEAP</th>
<th>HOME:</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>TBRA</th>
<th>DR</th>
<th>HRA</th>
<th>SFD</th>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
<th>Other:</th>
<th>NSP</th>
</tr>
</thead>
</table>
Nonprofit Participation

**Nonprofit Set-Aside (Competitive HTC Applications Only)**

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

**Nonprofit Information (ALL Applications)**

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

**Organization Name:**

**Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?**

**If no to the question above, what is its current legal status?**

**If "Other" please specify:**

**Date of legal formation of Nonprofit Organization:**

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - **If “Yes”, will this nonprofit organization Control the Applicant?**

   - **What is the ownership percentage of this nonprofit organization?**

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - **If "Yes," explain:**
Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit’s most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
## 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>
</tr>
</thead>
<tbody>
<tr>
<td>Donna Rickenbacker</td>
<td>(713) 560-0068</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:donna@dwrdevelopment.com">donna@dwrdevelopment.com</a></td>
<td>100% of Fee</td>
<td>46-4120825</td>
</tr>
</tbody>
</table>

Certified Texas HUB? Yes

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? TBD

This is a direct or indirect, financial, or other interest with Applicant or other team members* TBD

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? TBD

This is a direct or indirect, financial, or other interest with Applicant or other team members* TBD

### Cost Estimator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? TBD

This is a direct or indirect, financial, or other interest with Applicant or other team members* TBD

### Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark Mucasey</td>
<td>(713) 521-1233</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:markm@mucaseyarchitects.com">markm@mucaseyarchitects.com</a></td>
<td>TBD</td>
<td>76-0302846</td>
</tr>
</tbody>
</table>

Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No
<table>
<thead>
<tr>
<th>Engineer:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Civil Engineer:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benton Schmaltz</td>
<td></td>
<td>(713) 488-8239</td>
</tr>
<tr>
<td><a href="mailto:bschmaltz@bgeinc.com">bschmaltz@bgeinc.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Market Analyst:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing Analyst</td>
<td></td>
<td>(281) 387-7552</td>
</tr>
<tr>
<td><a href="mailto:robertocoe@gmail.com">robertocoe@gmail.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Appraiser:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attorney:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barry Palmer</td>
<td></td>
<td>(713) 653-7395</td>
</tr>
<tr>
<td><a href="mailto:bpalmer@coatsrose.com">bpalmer@coatsrose.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Accountant:</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>George Littlejohn</td>
<td></td>
<td>(512) 340-0420</td>
</tr>
<tr>
<td><a href="mailto:george.littlejohn@novoco.com">george.littlejohn@novoco.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Property Manager:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Certified Texas HUB?</th>
<th>This is a direct or indirect, financial, or other interest with Applicant or other team members*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>BBVA Compass</th>
<th>Ken Overshiner</th>
<th>(713) 966-2303</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:ken.overshiner@bbva.com">ken.overshiner@bbva.com</a></td>
<td>N/A</td>
<td>63-0476286</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Bond Issuer:

<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Syndicator:

<table>
<thead>
<tr>
<th>Hudson Housing Capital</th>
<th>Sam Ganeshan</th>
<th>(212) 218-4469</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:sam.ganeshan@hudsonhousing.com">sam.ganeshan@hudsonhousing.com</a></td>
<td>N/A</td>
<td>54-1884498</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>TBD</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Email</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title Company</td>
<td>Contact Name</td>
<td>Phone</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>-------------------</td>
<td>----------------</td>
</tr>
<tr>
<td><strong>Chicago Title Company</strong></td>
<td>Janet Karr</td>
<td>(713) 653-6105</td>
</tr>
<tr>
<td><strong>Application Consultant:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ESA Provider:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phase Engineering</strong></td>
<td>Tracy Watson</td>
<td>(210) 997-4056</td>
</tr>
<tr>
<td><strong>PCA Provider:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>N/A</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other:</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB?  No

This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

2/28/2019
The form for the certification will be posted to the Department's website at

NOTE: The certification requires a separate statement be submitted that describes how the
accessibility requirements for the physically accessible /hearing and visual impaired Units will be
met, along with related parking requirements.

Be sure this statement is attached to this certification. Forms signed by the architect in Tabs
23(a), (b), and (c) may meet this requirement.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department's Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov't Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that I (We) have reviewed and understand the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department’s website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov't Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") meet the requirements at 10 TAC §11.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 11.101(b)(8)(B) will be dispersed throughout the Development.

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: ____________________________
Signature

2-15-19 ____________________________
Date

Mark S. Mucasey

Printed Name

State of Texas Lic.#9420

License Number and State

Mucasey & Associates, Architects

Firm Name (If applicable)
Evidence of Experience Must be Provided Behind this Tab

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

Evidence of experience behind this tab includes:

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

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

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

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

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

http://fedgov.dnb.com/webform

Once applicants have obtained a DUNS number, they must register with the SAM database:
https://sam.gov/portal/public/SAM

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

- Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

NOTE: The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
January 12, 2015

Ms. Donna W. Rickenbacker  
710 North Post Oak Road, Suite 400  
Houston, Texas 77024

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Ms. Rickenbacker:

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 Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Jean M. Latsha
Director of Multifamily Finance
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Villas at Robinett 19 LP (tbf)</td>
<td>No</td>
</tr>
<tr>
<td>2. Villas at Robinett GP LLC (tbf)</td>
<td>No</td>
</tr>
<tr>
<td>3. DWR Development Group, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Donna Rickenbacker</td>
<td>Yes</td>
</tr>
<tr>
<td>5. James Rickenbacker</td>
<td>No</td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]   [Date: 2/24/2019]  Its: Authorized Representative
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

| a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor. |
|---|---|
| 1. Villas at Robinett 19 LP (tbf) | No |
| 2. Villas at Robinett GP LLC (tbf) | No |
| 3. DWR Development Group, LLC | Yes Submit Part II |
| 4. Donna Rickenbacker | Yes Submit Part II |
| 5. James Rickenbacker | No |
| 6. Skyline Development, LLC | No |

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: ___________________________  5/12/2019  Its: Authorized Representative

Signature of Applicant  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:  DWR Development Group, LLC

Which is:  
☑ the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)

☑ a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

☑ a Developer for the Applicant for this specific Application

☐ an Affiliate to the Applicant

☑ a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name:</th>
<th>Region:</th>
<th>City:</th>
<th>% Ownership:</th>
<th>% of Dev. Fee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edison Lofts-TDHCA No. 19327</td>
<td>6</td>
<td>Houston</td>
<td>5LP - 01%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Blue Ridge Villas-TDHCA No. 19257</td>
<td>6</td>
<td>Houston</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Donna Rickenbacker is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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

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

By: Donna Rickenbacker Ket

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

DWR Development Group, LLC

Printed Name

Date: 2/23/2019
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: **Donna Rickenbacker**

Which is:  
- [X] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)  
- [X] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant  
- [X] a Developer for the Applicant for this specific Application  
- [ ] an Affiliate to the Applicant  
- [X] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edison Lofts-TDHCA No. 19327</td>
<td>6</td>
<td>Houston</td>
<td>SLP-01%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Blue Ridge Villas-TDHCA No. 19257</td>
<td>6</td>
<td>Houston</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that **Donna Rickenbacker** is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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

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

By: 

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)  
**Donna Rickenbacker**  
Printed Name  
**Donna Rickenbacker**  
Date  
2/23/2019
# Community Input Scoring Items

**TDHCA #: 19166**

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.**
     
     **Note that resolutions are due March 1, 2019**

   - **Name of Local Government Body**
     - City of Killeen

   - **Name of Local Government Body (if applicable)**

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

   - **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. Central Texas 4C, Inc.**
   - **Name of Community Organization**
     - Janell J. Frazier
   - **Contact Name**
   - **Support**
   - **Opposition**

   **B. Families in Crisis**
   - **Name of Community Organization**
     - Suzanne Armour
   - **Contact Name**
   - **Support**
   - **Opposition**

   **C. Community Action Partnership**
   - **Name of Community Organization**
     - Tama Shaw
   - **Contact Name**
   - **Support**
   - **Opposition**

   **D.**
   - **Name of Community Organization**
   - **Contact Name**
   - **Support**
   - **Opposition**

   **E.**
   - **Name of Community Organization**
   - **Contact Name**
   - **Support**
   - **Opposition**

   **F.**
   - **Name of Community Organization**
   - **Contact Name**
   - **Support**
   - **Opposition**
RESOLUTION NO. 19-015R

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF KILLEEN EXPRESSING SUPPORT FOR THE APPLICATION OF VILLAS AT ROBINET 19 LP TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR 2019 COMPETITIVE NINE-PERCENT HOUSING TAX CREDITS TO DEVELOP AFFORDABLE RENTAL HOUSING AND OTHER MATTERS IN CONNECTION THERewith

WHEREAS, Skyline Development, LLC -Villas at Robinett 19 LP, and its affiliates (the “Applicant”) brought to the City of Killeen (the “City”) a proposal to develop an affordable rental housing community for seniors named Villas at Robinett (the “Housing Community”) to be located near the SEC of Robinett Rd. and W. Elms Rd., Killeen, Bell County, Texas 76549 (the “Development Site”).

WHEREAS, the Applicant has advised the City that it intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for an allocation of 2019 Competitive 9% Housing Tax Credits (“HTC”) for the construction and development of the Housing Community.

WHEREAS, in accordance with the rules that govern the HTC program, an application may qualify for points for a Resolution of Support and evidence of a commitment of development funding from the governing body of the city in which the proposed development site is located.

WHEREAS, the Applicant has requested from the City support for the Villas at Robinett for HTC to TDHCA and for a commitment of development funding that will benefit the Housing Community.

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

1. The findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

2. The City, acting through its governing body, hereby confirms that it supports the proposed development of the Housing Community on the Development Site and to the submission of Application Villas at Robinett to TDHCA for HTC.

3. That this formal action has been taken to put on record the opinion expressed by the City on the date set forth below.

4. The City, acting through its governing body, hereby approves a commitment to the Applicant of funding assistance in the amount of $1,000.00 in the form of a loan, grant, reduced fees or contribution of other value for the benefit of the Housing Community, which contribution is conditioned on an award of HTC to the Applicant. The City will provide a letter to the Applicant describing the value and form of the contribution and any caveats to delivering the contribution.

5. The City, acting through its governing body, hereby authorizes, empowers, and directs Mayor Jose L. Segarra, to execute this resolution on behalf of the City and to certify this resolution to TDHCA.

DULY RESOLVED by the City Council of the City of Killeen, on this the 12th day of February, 2019.

APPROVED AS TO FORM:

Kathryn H. Davis, City Attorney

APPROVED:

Mayor, Jose L. Segarra

ATTEST:

Lucy C. Aldrich, City Secretary
Ms. Marni Holloway, Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

Re: "TDHCA #19166 Villas at Robinett (hereafter, the "Project")"

Dear Director Holloway,

This letter is regarding the above-referenced Project in House District 54 in Killeen, Texas. This Project is a proposed federal Housing Tax Credit (HTC) program development, administered by the Texas Department of Housing and Community Affairs (TDHCA). The proposed development sits on approximately 15 acres near the intersection of Robinett Road and West Elms Road.

My office has taken the care to perform the substantial due diligence necessary to thoroughly vet the proposed Project. This proposed development presents the opportunity for the City of Killeen to provide 104 units to house senior citizens aged 55 and up, 93 of which are reserved for those earning 60% or less of the area median income.

I recognize I was not elected to approve or deny any real estate development, which is why I have, to the best of my abilities, consulted with community members, constituents, and other stakeholders. Upon speaking with representatives of the Killeen City Council, who have passed a Resolution of Support for this project, and conferring with my staff, I am prepared to offer the Villas at Robinett my full and unequivocal support.

Should you have any questions or need for further information, please feel free to contact me directly.

Respectfully,

Brad Buckley
Member
Texas House of Representatives
District 54
February 21, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway
   Executive Director – Via Email – Marni.Holloway@tdhca.state.tx.us

Re: Support for Villas at Robinett, TDHCA #19166

Dear Ms. Holloway,

Central Texas 4C, Inc. supports Villas at Robinett, a proposed affordable rental housing community at its proposed location on land near the SEC of Robinett Rd. and W. Elms Rd., Killeen, TX 76549.

Central Texas 4C, Inc. is a non-profit agency which has served Central Texans for 44 years. Besides providing developmentally appropriate education to income eligible children ages 0-5, we provide to the Head Start child and family: Health and Nutrition Services, Mental Health Services, Disability Services, Transition Services, Social Services, Literacy Services and other parent education opportunities in the Killeen area.

Central Texas 4C, Inc. supports Villas at Robinett 19 LP, the sponsor of Villas at Robinett, in its efforts to provide quality affordable rental housing to residents of Killeen and Bell County, Texas.

Please contact me if you have any questions.

Sincerely,

Janell J. Frazier
Executive Director, Central Texas
254-778-0489
4c@ct4c.org

cc: Donna Rickenbacker – donna@dwrdevelopment.com
cc: Zachary Krochtengel - zach@marqueconsultants.com
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2019

CENTRAL TEXAS 4C, INC.
PO BOX 367
TEMPLE, TX 76503-0367

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 08-06-1974
- 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: 17417960378

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.
**Business Organizations Inquiry - View Entity**

**Filing Number:** 34712801  
**Original Date of Filing:** August 6, 1974  
**Formation Date:** N/A  
**Tax ID:** 17417960378  
**Duration:** Perpetual  
**Name:** CENTRAL TEXAS 4C, INC.  
**Address:** PO BOX 367  
**TEMPLE, TX 76503-0367 USA**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Inactive Date</th>
<th>Associated Entities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Janie J. Fraser</td>
<td>504 NORTH 5TH ST, P.O. Box 367</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temple, TX 76503 USA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**  
- To place an order for additional information about a filing press the 'Order' button.
Franchise Tax Account Status
As of: 02/14/2019 10:08:16

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th>CENTRAL TEXAS 4C, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Taxpayer Number</td>
</tr>
<tr>
<td>Mailing Address</td>
</tr>
<tr>
<td>Right to Transact Business in Texas</td>
</tr>
<tr>
<td>State of Formation</td>
</tr>
<tr>
<td>Effective SOS Registration Date</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
</tr>
<tr>
<td>Registered Agent Name</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
</tr>
</tbody>
</table>
Central Texas 4C, Inc. is a non-profit agency which has served Central Texans for over 40 years. Most people call us simply "4C" which stands for Community Choices in Children’s Care. 4C operates sixteen Head Start centers which annually serve over 700 children ages 0-5 in the cities of Temple, Belton, Killeen, Harker Heights, Troy, Holland and

Besides providing developmentally appropriate education to income eligible children ages 0-5, we provide to the Head Start child and family: Health and Nutrition Services, Mental Health Services, Disability Services, Transition Services, Social Services, Literacy Services and other parent education opportunities.

We accept applications all year. Our

Many of our 4C friends have been concerned about the government shutdown affecting Head Start. Our Head Start funding was approved before the shutdown so we are able to continue operating. The USDA, on the other hand, has sent us information that states that our Nutrition funds are good through the month of March. We hope the government will re-open before then. Encouraging your senators (Senator Cruz and
Children's Care. 4C operates sixteen Head Start centers which annually serve over 700 children ages 0-5 in the cities of Temple, Belton, Killeen, Harker Heights, Troy, Holland and Copperas Cove, Texas. *(Check the LOCATIONS tab for each center’s ages served. Some serve only 0-3, some serve 3-5 and some serve 0-5.)* Fort Hood, the largest military base in the world, is adjacent to our cities. Some of our Pre-K centers are in collaboration with our ISD partners and some of our 0-3 centers are housed in the public schools to serve student parents who are working hard to graduate from school.

Transition Services, Social Services, Literacy Services and other parent education opportunities.

We accept applications all year. Our waiting list is not a first come/first served list. It is a criteria points list so we can assure the taxpayer that we are serving the neediest families first. There is no cost for eligible families.

Central Texas 4C, Inc. is an equal opportunity provider. See the USDA Non-Discrimination Statement here.

See the Central Texas 4C Privacy Statement here.

Upcoming Events

**Wednesday**

Practice Based Coaches’ Training

**February 25, 2019**

Self-Assessment Week

**February 26, 2019**

Self Assessment Week
Killeen Downtown Head Start serves children 0-5 just across courtyard from the free clinic.

Click to see this center enjoying the Week of the Young Child!

naeyc
802 North Second Street, Head Start Building, Killeen, TX 76541
Phone: 254-501-9232  FAX: 254-501-9234

Director: Lisa Taylor  Lisa's phone extension is 101

Family & Community Advocate: Antia Rivers  Extension 100
Brianna Merritt is one of the newest people to join our 4C family! She started her professional career in an emergency department in Manhattan and North Carolina where she earned her degree in biology. She is currently working on her Master’s in Public Health and hopes to complete that journey in the near future.

She started her professional career in an emergency department in North Carolina and then switched to medical research focused on dementia, cancer pathology and cardiovascular disease. She worked for the past two years at a pediatric clinic ensuring the best care for children. She has had an article published in the Journal of Science in Medicine in Sport and she has presented research topics at several conferences. She is certified in CPR, AED, Basic Life Support and Good Clinical Practice (GCP).

Her dedication to the health of children has also taken her to Guatemala and the Dominican Republic to help orphans and under privileged children. We are excited she is now at Central Texas 4C.

You can contact Brianna at 254-501-9232 Ext 103 or by email at brianna.merritt@ct4c.org

Brianna’s office is located at Killeen Downtown Head Start, 802 North Second Street.
Melissa Gilchrist is the 4C Education Coordinator for 4C and during her nine years with us she has been a Teacher, a Director/FCA and now a Coordinator. Melissa’s responsibilities include making sure that the teaching staff is adequately trained, that the Head Start and NAEYC requirements are met and that children are learning what they need to know in order to be successful when they enter school. She is in charge of our research-based curricula, our TSGold online assessment system and our School Readiness Plan. When she collects the data for our children and sends that data to an independent consultant for analysis, her job is to study that data analysis and then plan training for teachers to implement new ideas for engaging children. Since we measure our children’s progress, she is the one to make that system run smoothly and produce positive developmental results for our children. Melissa oversees our coaching program which helps new staff transition into Head Start’s coordinated approach to education and also provides a supportive network for teachers reaching for excellence.

Melissa graduated summa cum laude from Ashford University with a Bachelor’s degree in Child Development and she received the 4C’s Leadership Award in 2017 for her calm direction during a trying time of transition into a new facility and with outstanding help for her families.

You can reach Melissa at 254-215-7405 or email her at melissa.gilchrist@ct4c.org.
Paulette Jeter began as a 4C volunteer and was later hired as a Teacher Assistant. She worked her way up to Teacher, then to Teacher/Assistant Director, then to Center Director. As the agency grew, there was a need for Family and Community Advocates (FCA’s) and she was one of 5 employees promoted to this new position. She was later promoted to ERSEA Coordinator, which is her current position with Central Texas 4C, Inc. ERSEA stands for Eligibility, Recruitment, Selection, Enrollment and Attendance. It is Paulette’s responsibility to make sure that the application and enrollment process for entering Head Start is fair and valid and that the database is kept up to date. She holds a Child Development Associate Credential and an Associate’s Degree in Early Childhood. In April of 2011, she became certified in her content area as an ERSEA Credentialled Professional through the Head Start University.

You can contact Paulette at 254-501-9232, Extension 102, or by email at paulette.jeter@ct4c.org. Paulette’s office is located at 802 N. 2nd Street in Killeen.
Julene Figueroa is our Family & Community Partnership Coordinator, and she is an "old timer" when it comes to working with families and communities. She has served as a Family & Community Advocate (FCA) for our Head Start program since 2009 and has initiated agreements with local colleges among others to provide needed opportunities for our parents' education. Her education includes a Bachelor's Degree in Community & Human Services and a Family Development Credential from Cornell University. She has her Master's Degree in Social Work through Texas State University and speaks often about how much she appreciates 4C's support of staff development.

She understands that all parents want a better world for their children and she has the skills to help make that happen. She will be the point person in the agency for encouraging our parents to participate in the many opportunities of Head Start including the Parent Policy Council and the center parent meetings. But most of all, she has an adept ability to listen to parents, to treat them with respect and to help structure programs that will be responsive to their needs.

Julene received the agency's Leadership Award for 2015 for her innovative work in establishing community partnerships and her work with families in extreme duress. Congratulations, Julene!

You can contact Julene at 254-215-3792 or by email at julene.figueroa@ct4c.org.
Eric Morgan is our IT Technician and resident computer whiz! (And he is never quite as serious as he looks in this picture.) He graduated from Gibbs College in Vienna, Virginia with an Associate's Degree in Network Administration. He is a Microsoft Certified Engineer (MCE) and serves as 4C's webmaster.

Mr. Eric has already been instrumental in setting up the agency’s website and is further enhancing our abilities to communicate by being on call to our 160+ staff and setting up intranet capabilities. We have decided that he exhibits a critical skill in doing his job—patience! We all know that when our computers are down, we feel helpless. Well, Eric to the rescue! He is invariably patient with those of us who are not as computer literate as he is.

You can reach Mr. Eric at eric.morgan@4c4c.org or by phone at 254-215-7475. Fax number is 254-215-8193. His office is at Dickson Head Start, 1100 S. 33rd St., Temple.
February 19, 2019

Texas Department of Housing and Community Affairs  
221E.11th Street  
Austin, TX 78701  
Attn: Marni Holloway  
Executive Director – Via Email – Marni.Holloway@tdhca.state.tx.us

Re: Support for Villas at Robinett, TDHCA #19166

Dear Ms. Holloway,

Families in Crisis, Incorporated supports Villas at Robinett, a proposed affordable rental housing community at its proposed location on land near the SEC of Robinett Rd. and W. Elms Rd., Killeen, TX 76549.

Families in Crisis, Incorporated is a 501(c)(3) community based non-profit organization that houses, supports and empowers people experiencing family violence, sexual violence and homelessness. Families in Crisis envision families and individuals that experience comfort and safety through the shelter and services of Families in Crisis, leading to restoration, wholeness and self-sufficiency. Our service area includes Bell, Coryell and Hamilton counties and the City of Killeen.

Families in Crisis, Incorporated supports Villas at Robinett 19 LP, the sponsor of Villas at Robinett, in its efforts to provide quality affordable rental housing to residents of Killeen and Bell County, Texas.

Please contact me if you have any questions.

Sincerely,

Suzanne Armour  
Director of Programs

cc: Donna Rickenbacker - donna@dwrdevelopment.com  
cc: Zachary Krochtengel - zach@marqueconsultants.com

families in crisis, inc. houses, supports, & empowers people experiencing family violence, sexual violence, & homelessness.
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

January 31, 2019

FAMILIES IN CRISIS, INCORPORATED
PO BOX 25
KILLEEN, TX 76540-0025

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 11-10-1980
- Sales and use tax, as of 11-10-1980
  (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: 17421725171

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.
**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

**Name:** FAMILIES IN CRISIS, INCORPORATED  
**Address:** PO BOX 25  
Killeen, TX 76540 USA

---

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Inactive Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Larry Meethe</td>
<td>1351 E Berry Ave</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Killeen, TX 76541 USA</td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**
- To place an order for additional information about a filing press the 'Order' button.
Franchise Tax Account Status  
As of: 02/04/2019 16:05:30

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th><strong>FAMILIES IN CRISIS, INCORPORATED</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Taxpayer Number</td>
<td>17421725171</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO BOX 25 KILLEEN, TX 76540-0025</td>
</tr>
<tr>
<td>☑️ Right to Transact Business in Texas</td>
<td>ACTIVE</td>
</tr>
<tr>
<td>State of Formation</td>
<td>TX</td>
</tr>
<tr>
<td>Effective SOS Registration Date</td>
<td>11/10/1980</td>
</tr>
<tr>
<td>Texas SOS File Number</td>
<td>0053875701</td>
</tr>
<tr>
<td>Registered Agent Name</td>
<td>LARRY MOEHNKE</td>
</tr>
<tr>
<td>Registered Office Street Address</td>
<td>1305 E. RANCIER AVE. KILLEEN, TX 76541</td>
</tr>
</tbody>
</table>
Families In Crisis provides various Intervention and Crisis Services, including Crisis Intervention, 24-Hour Emergency Shelter and Ancillary Supportive Services, as well as a 24-Hour Hotline.

Shelter for victims of abuse and their children

- Emergency safe shelter
- Intake through the hotline 24 hours a day 1-888-799-SAFE
- Food, shelter, clothing, school supplies, diapers, and other necessities provided as needed to residents
- Case management services to assist residents in obtaining housing, employment, skills training, financial assistance, and legal advocacy
- Children's Program providing structured activities, advocacy, and referral services

Outreach Services for victims and community education

- Crisis intervention, advocacy and support services for non-residential family violence and sexual assault clients
- Community education on family violence and sexual assault tailored to specific audiences
- Supportive Services for Veterans and their families
Mission
Families In Crisis, Inc. (FIC), a 501(c)(3) non-profit organization, houses, supports, and empowers people experiencing family violence, sexual violence, and homelessness.

Vision
FIC envisions families and individuals that experience comfort and safety through the shelter and services of FIC, leading to restoration, wholeness and self-sufficiency.

Core Values
FIC is committed to practicing the following values in all interaction between board members, staff and clients:

Trust
Honesty
Dedication
Commitment to the mission
Commitment to person-centered service delivery
Belief in the worth of every individual
Respect

Families In Crisis, Inc. (FIC) was established in 1980 to assist and empower victims of family violence and sexual assault in Bell, Coryell, and Hamilton counties in Texas, including Fort Hood, the largest U.S. military installation. What started as a grassroots effort by volunteers has since evolved into a multi-program, comprehensive social service organization that continues to serve survivors of family/sexual violence as well as veterans and their families and the homeless at-risk for homelessness populations. Services include: emergency safe shelter for survivors of family/sexual violence; transitional and permanent housing assistance; crisis intervention counseling; case management; 24-hour hotline; hospital accompaniment; provision of food, clothing, personal care items, and household items; support groups; life skills classes, and information and referral. FIC’s services, which are confidential and free of charge, promote stabilization and self-sufficiency through a goal-oriented approach, helping clients become more effective as individuals, as parents, and as citizens.
Founded in May 1980

Mission
Supports & empowers individuals affected by family violence and sexual assault through safe shelter and outreach services.

CONTACT INFO

m.me/familiesincrisis.tx
ficincrisis@earthlink.net
http://www.familiesincrisis.net

MORE INFO

About
Safe shelter and outreach services to those affected by domestic violence and sexual assault

General Information
24-hr National Hotline
Hospital Accompaniment
Safe Shelter... See More

Founding date
May 1980

Nonprofit Organization
Be Part Of The Solution.

Upcoming Events

Families In Crisis Inc. does not have any upcoming events.

Past Events

- **Friends of the Family Wine Pairing Event**
  - Aug 25
  - St Paul Chong Hasang Cati,
  - Harker Heights, TX

- **More Than A Prayer Conference**
  - Jun 1
  - Fri 10 PM PDT
  - 1 guest
Our community is more than ready to volunteer with Families In Crisis, Inc. in just a few short weeks 😊. Let us know how you are getting involved this season by using #NALSVolunteerWeek2018. We are so excited to share photos of our volunteer day with you all 😄.

#NALSVolunteerWeek2018 #TX #volunteering
February 25, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway
Executive Director – Via Email ~ Marni.Holloway@tdhca.state.tx.us

Re: Support for Villas at Robinett, TDHCA #19166

Dear Ms. Holloway,

Hill Country Community Action Association, Inc. supports Villas at Robinett, a proposed affordable rental housing community at its proposed location on land near the SEC of Robinett Rd. and W. Elms Rd., Killeen, TX 76549

Hill Country Community Action Association, Inc. is a 501(c)(3) community based non-profit organization. We provide connections for low income senior citizens in need of meals and other types of assistance in the Killeen area. We offer aging services such as outreach services, counseling, special emphasis on recreational activities and physical fitness. Hill Country Community Action is dedicated to providing opportunities and resources to improve the lives of low-income children and families and the elderly in Central Texas.

Hill Country Community Action Association, Inc. supports Villas at Robinett 19 LP, the sponsor of Villas at Robinett, in its efforts to provide quality affordable rental housing to residents of Killeen and Bell County, Texas.

Please contact me if you have any questions.

Sincerely,

By: [Signature]
Name: Tama Shaw
Title: CEO
cc: Donna Rickenbacker – donna@dwrdevelopment.com
cc: Zachary Krochtengel - zach@marqueconsultants.com

Dedicated to providing opportunities and resources to improve the lives of low-income children and families and the elderly in Central Texas

A United Way Agency
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2019

HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.
PO BOX 846
SAN SABA, TX 76877-0846

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 05-19-1966
- Sales and use tax, as of 06-14-1983
  (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: 17415471956

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.
Franchise Tax Account Status
As of: 02/25/2019 11:27:41

This Page is Not Sufficient for Filings with the Secretary of State

<table>
<thead>
<tr>
<th><strong>HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Texas Taxpayer Number</strong></td>
</tr>
<tr>
<td><strong>Mailing Address</strong></td>
</tr>
<tr>
<td>☑ <strong>Right to Transact Business in Texas</strong></td>
</tr>
<tr>
<td><strong>State of Formation</strong></td>
</tr>
<tr>
<td><strong>Effective SOS Registration Date</strong></td>
</tr>
<tr>
<td><strong>Texas SOS File Number</strong></td>
</tr>
<tr>
<td><strong>Registered Agent Name</strong></td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>--------------------</td>
</tr>
<tr>
<td>HILL COUNTRY COMMUNITY ACTION ASSOCIATION, INC.</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Mission Statement:

Hill Country Community Action is dedicated to providing opportunities and resources to improve the lives of low-income children and families and the elderly in Central Texas.
ABOUT US

Hill Country Community Action is a private, non-profit corporation chartered under the Texas Non-Profit Corporation Act. Application to the Office of Economic Opportunity to form a Community Action Agency comprising of San Saba, Mills, Llano, and Mason Counties was submitted in July 1965. On April 21, 1966 the application was approved to establish this agency. In May 1975, Hill Country Community Action was also granted recognition as the Community Action Agency to serve the additional Counties of Bell, Coryell, Hamilton, Lampasas and Milam. In addition to providing services within this designated area, Head Start serves Bosque, Limestone, Freestone and Hill Counties; and Weatherization serves Erath, Somervell, Williamson and Burnet counties. The total area served includes seventeen counties and encompasses approximately 17,000 square miles.

HCCAA provides many services through its 10 Multi-Service Senior Centers. Through these doors, thousands of elderly and other persons needing assistance come to us for help. It takes multiple grants and donations to keep the doors open, including Community Services Block Grant (CSBG), Energy Assistance, Weatherization, Nutrition funding for the elderly, County and City contributions, United Way and other local donations.

These Centers serve as outreach centers for:

- Case Management
- Energy Assistance
- Weatherization
- Budget Counseling
- Job Referrals
- Health Screenings
- Assistance in applying for various State Services
- Form filling assistance
- Volunteer opportunities through RSVP

Administrative Staff

- Tama Shaw – Chief Executive Officer
- Frances Little – Chief Financial Officer
- Christy Pierce - Chief Operations Officer / HR
- Elizabeth Murray – Office Manager
**HEAD START / EARLY HEAD START**

Head Start is a comprehensive child development program for low income families designed to meet the needs of children between the ages of 3 and 5, including children with disabilities. The Early Head Start program provides services for pregnant women and children ages 6 weeks old up to 3 years old. Components emphasized are education, health (medical, dental, nutritional, and mental health), and social services. Parent involvement is an essential part of the program. Head Start/Early Head Start represents an organized method of assisting families to assess their needs. Children with special needs receive a full range of developmental services. All children receive age-appropriate screenings and exams and, as needed, follow-up services and vaccinations. The programs engage parents and the community as partners in the comprehensive service delivery system. Centers are open on Monday through Friday from 8:00 a.m. until 4:00 p.m. Classroom schedules coincide with local Independent School Districts. Early Head Start classes run all year with a six week break during the summer.

*Yearly Report - 2017*

**Eligibility Requirements**

Eligibility is determined by age and income, and prioritized by a point system. Foster children, homeless children, and families that receive Supplemental Security Income or TANF cash assistance are categorically eligible and will take top priority.

**Documentation Required**

- Completed and signed HS/EHS application
- Birth Certificate or Proof of Birth
- Proof of pregnancy (for pregnant moms applying)
- Copy of Medicaid card
- Proof of all income

2018 - 2019 Early Head Start Application
[Early Head Start Instructions](#)

2018 - 2019 Head Start Application
[Head Start Instructions](#)
ENERGY ASSISTANCE

The Comprehensive Energy Assistance Program (CEAP) is designed to assist income eligible households that are in danger of having their utilities turned off or are experiencing other energy-related emergencies. Household income must be below 150% of the Federal Poverty Income Guidelines to be eligible. Prioritization Process is granted to households based on (1) Energy Burden, (2) Poverty Level, and (3) Presence of vulnerable household member. The CEAP program consists of two components:

• Household Crisis: Provides assistance with utility bills during extreme weather conditions and/or fuel supply shortages that have or will deplete household financial resources. Households with elderly, disabled, or children under the age of 5 are given priority.

• Utility Assistance: Payments to assist low-income households to reduce their energy burden. Home Energy payments will be combined with energy conservation tips to reduce their home energy needs.

Utility Company Assistance:
ATMOS 'Share The Warmth' assists clients with their ATMOS gas bills during the cold months.
TXU-Energy Aid assists clients with TXU electric bills.
Reliant – CARE Program assists clients with Reliant electric bills.
Pedernales Electric Cooperative assists clients with Pedernales Electric Coop. electric bills.
Heart of Texas Electric Cooperative assists clients with Heart of Texas Electric Coop. electric bills.
Central Texas Electric Co-op assists clients with Heart of Texas Electric Coop. electric bills.
COMMUNITY SERVICES BLOCK GRANT

The goal of the Community Services Block Grant (CSBG) Program is to support efforts in identifying and ameliorating or eliminating the causes of poverty and to help solve problems that block the achievement of economic self-sufficiency. CSBG funds are used to provide services to individuals and families in our core nine county area. Services include employment referrals, education, financial counseling, emergency assistance, housing and nutrition. CSBG Case managers assist families in transitioning out of poverty by providing information and referral, consultation, counseling and follow-up visits. The CSBG funds enable HCCAA to support the centralized system of management that includes the Governing Board of Directors, administrative personnel, fiscal management as well as computerized accounting and client tracking. CSBG funds also support our network of Multi-Service Senior Centers.

Case Management:

This program was designed to help eligible individuals become self-sufficient by assisting with their education, job search efforts, utilities, transportation costs, or other approved expenses. The Case Manager works with the client to establish clear goals that the client will work toward and document progress along the way.
The Weatherization Program uses various energy conservation measures to help eligible families reduce heating and cooling costs. This program uses the Neat Audit to determine what needs to be done in the home, i.e., insulation, weather stripping, duct sealing, air infiltration, windows, replacing inefficient heating and cooling appliances. Health and safety instruction is also provided, as well as checking homes for the presence of carbon monoxide with carbon monoxide and smoke detectors installed in all weatherized homes.

Households receiving SSI or VA disability are categorically eligible for weatherization. Other households’ income must be below 200% of the Federal Poverty Income Guidelines to be eligible.

You can locate one of HCCAA Centers in central Texas by clicking the service location tab and entering your postal zip code.
CHILD CARE SERVICES

Provider Payments

Hill Country Community Action Assn. has a contract with the Central Texas Workforce Board to reimburse Child Care Providers for care given to children enrolled in the Child Care Services program. Child Care Providers may call the office in San Saba, Texas, toll free at 1-877-710-5451 regarding provider payments.

To apply for child care services through the CCS program, parents should call the Killeen Workforce Center at 1-888-816-8970. To participate as a childcare provider, licensed centers and registered homes should also call 888-816-8970.

Child Care Services (CCS) goals are to:
Prevent the Abuse and Neglect of Children
Enable Low Income Parents to Work or to Receive Training for Work
Support the Physical, Social, Emotional and Intellectual Development of Children

The CCS system:
Helps Families Locate Licensed and Registered Providers
Educates Parents on How to Select Child Care
Does Client Intake, Verifies Eligibility and Authorizes Child-Care Arrangements
Manages Waiting Lists
Pays Providers Who Care for Eligible Children

We serve the counties of Bell, Coryell, Hamilton, Lampasas, Milam, Mills and San Saba.
AGING SERVICES

Multi-service senior centers are the central locations for delivery of comprehensive services for the elderly in the core nine-county area.

Services that are provided for persons 60 years old and older through these centers include:

» Outreach
» Counseling
» Information and Referral
» Arts and Crafts
» Recreation
» Physical Fitness
» Instruction and Training
» Other Special Emphasis Services and Activities

Programs provided through these centers include senior nutrition and home delivered meals, energy assistance, weatherization, and case management, all supported with Community Services Block Grant (CSBG) funds.

Nutrition

Hot, nutritious noon meals (congregate meals) funded by Title III through the Area Agencies on Aging (AAA) are served at 12 Senior Centers and 16 Nutrition sites within the core nine-county area. Title III Home-Delivered Meals are distributed through the Senior Centers and HCCAA Temple Senior Services. Home-delivered meals funded directly from the Department of Aging and Disability Services (DADS) are provided daily in Bell and Milam Counties. In order to receive these meals, the client must be referred by a DADS caseworker.

Eligibility
Clients must be 60 years of age or older or the spouse of a client over the age of 60 to be eligible for the Title III Nutrition Program funded by the AAAs. Eligibility for AAA-funded home-delivered meals is determined by an assessment conducted by HCCAA staff. Eligibility for DADS home-delivered meals is based on income guidelines and is determined by a DADS caseworker.

Senior centers are open Monday through Friday from 8:00 a.m. to 4:00 p.m. unless posted otherwise. Nutrition sites are open on the days meals are served, as indicated on the list of Nutrition Sites. Community Services Block Grant (CSBG) funds
**Required Third Party Reports**

ALL third-party reports must include the following statement:

"All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law."

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - Prepared by: Phase Engineering
   - Date of Report: 2/8/2019
   - [ ] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [ ] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - [ ] Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**
   - All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.
   - All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.
   - [ ] Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - [ ] Documentation of HUD Environmental Clearance is included behind this tab.
   - [ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - [ ] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 and documentation of HUD Environmental Clearance is included behind this tab.
   - [ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - [ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
     - [ ] http://www.tdhca.state.tx.us/program-services/environmental/index.htm
   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:
     - Name of Firm: 
     - Contact Person: 
     - Contact Telephone: 
     - Email: 

3. **Primary Market Area Map**
   - [ ] Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - Prepared by: Affordable Housing Analyst
   - Date of Report: 2/24/2019
   - Development Site Location:
     - Longitude: W97.786951
     - Latitude: N31.096839

4. **Property Condition Assessment (PCA)**
   - Prepared by: N/A
   - Date of Report: 

5. **Appraisal**
   - Prepared by: N/A
   - Date of Report: 

6. **Site Design and Development Feasibility Report**
   - Prepared by: Mitchell & Associates
   - Date of Report: 2/20/2019
### Villas at Robinett

TDHCA# 19166

#### Geographies Selected:

<table>
<thead>
<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>2</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>3</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>4</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>5</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>6</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>7</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>8</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>9</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>10</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>11</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>12</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
<tr>
<td>13</td>
<td>Texas</td>
<td>Bell County</td>
<td>Killeen CCD</td>
</tr>
</tbody>
</table>
Tie-Breaker Information

Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. 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), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

Is Site in Region 11 or 13? | No | Poverty Rate = 11.4
---|---|---
| Yes | Poverty Rate is less than 15.629.

Is Site in Region 11? | No | Poverty Rate = NA
---|---|---
|  | Applicable Poverty Rate = NA
| No | Poverty Rate is less than 30.629.

Is Site in Region 13? | No | Poverty Rate = NA
---|---|---
|  | Applicable Poverty Rate = NA
| No | Poverty Rate is less than 20.629.

Rent Burden Rank = 198 (lower number wins tie)

Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: W97.786951
Development Latitude: N31.096839
Target Population: Elderly
Closest Development serving same Population: Tremont Apartment Homes
Application Number: 9350
Address: 1600 Bacon Ranch Rd., Killeen, TX 76542
Year of Award: 2009
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. Revise Site Information Form Part III to state 15 acres as the size of the site in the ESA.
2. Feasibility report estimates that 14.5’ will be taken along Robinett Road during the platting process. If this taking is not reflected in the current site plan, revise the site plan to indicate it and state the estimated final size of the site. It is not necessary to restate what the site plan already says; it is only requested that the site plan state the anticipated final size of the site and timing of the reduction.
3. Revise the Rent Schedule to state the number of bathrooms.
4. Parking certification (23c) should indicate 3 van accessible spaces (as the site plan does), 2 inside the gate and one outside the gate. The certification form was not intended for the case at hand that requires two separate analyses, one for the residential lot inside the gate (that requires 10 APSs for HC units, 1 APS for office and amenities, and 1 APS for dumpster) and another for the commercial lot outside the gate (that requires 1 APS that must be van accessible). Therefore, the development requires 10+2+1 APS, including 3 van APSs.
5. Cost Schedule lists unspecified costs. See footnote 1 of the Excel Application.
6. The ownership organization has a party related to the HUB that is not a member of the HUB. This relates to the two points for Sponsor Characteristics.
7. Credit Limit Part I does not have Skyline on it.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.
All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on Friday, May 17, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

Thanks,

Ben Sheppard
Specialist, Multifamily Finance
Texas Department of Housing and Community Affairs
Ph. 512.475.2122

*Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).*
Via Serv-U HTTP Portal

May 14, 2019

Ben Sheppard
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 19166-Villas at Robinett

Dear Ben:

The following is in response to your Administrative Deficiency Notice dated 04/09/19 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. Revise Site Information Form Part III to state 15 acres as the size of the site in the ESA.

Response: See attached revised Site Information Part III

2. Feasibility report estimates that 14.5’ will be taken along Robinett Road during the platting process. If this taking is not reflected in the current site plan, revise the site plan to indicate it and state the estimated final size of the site. It is not necessary to restate what the site plan already says; it is only requested that the site plan state the anticipated final size of the site and timing of the reduction.

Response: Pursuant to our conversation, the Applicant has not begun the platting process. Therefore, we are not sure exactly what portion of the total acreage shown on the survey will be dedicated for street right-of-way and utility easements, etc. Please see attached best estimate at this stage of development.

3. Revise the Rent Schedule to state the number of bathrooms.

Response: Attached please find the revised rent schedule.

4. Parking certification (23c) should indicate 3 van accessible spaces (as the site plan does), 2 inside the gate and one outside the gate. The certification form was not intended for the case at hand that requires two separate analyses, one for the residential lot inside the gate (that requires 10 APSs for HC units, 1 APS for office and amenities, and 1 APS for dumpster) and another for the commercial lot outside the gate (that requires 1 APS that must be van accessible). Therefore, the development requires 10+2+1 APS, including 3 van APSs.
Response: Attached please find the revised T23C-Parking Calculation and explanation based on communication between you and Mucasey and Associates.

5. Cost Schedule lists unspecified costs. See footnote 1 of the Excel Application.

Response: Attached please find the revised second page of Tab 30-Development Cost Schedule.

6. The ownership organization has a party related to the HUB that is not a member of the HUB. This relates to the two points for Sponsor Characteristics.

Response: The QAP rules do not disqualify the Application from receiving Sponsor Characteristics points if the Applicant has a party related to the HUB that is not a member of the HUB in the transaction. §11.9(b)(2)-Sponsor Characteristics of the QAP allows an Application to qualify for points if the ownership structure contains either a HUB certified by the Texas Comptroller of Public Accounts or it contains a Qualified Nonprofit Organization, provided that the “Principal of the HUB or Qualified Nonprofit Organization is not a Related Party to any other Principal of the Applicant or Developer…..”

In this instance, the Application is seeking Sponsor Characteristics points for including DWR Development Group, LLC, a HUB (the “HUB”) in the ownership structure. The HUB will also be serving as the sole Developer.

The QAP rules define a Principal as “Persons that will be capable of exercising Control pursuant to §11.1(d)(30).”

The Applicant, Villas at Robinett 19, LP (tbf), will be controlled by Villas at Robinett GP, LLC (tbf), a proposed limited liability company that will serve as the General Partner of the Applicant. The General Partner will consist of two members that include (i) the HUB, as Managing Member that will own 90% of the General Partner, and (ii) Skyline Development, LLC (“Skyline”), a member that will own 10% of the General Partner. As defined in §11.1(d)(30)(D), Persons that are capable of exercising Control of a limited liability company are Persons having a 50% percent or more interest in the limited liability company.

As reflected in the Organizational Chart, the only member of the General Partner that has the ability to exercise Control is the HUB that will owns 90% of the General Partner. Although Donna Rickenbacker, the sole member and Principal of the HUB is a Related Party to James Rickenbacker, the sole member and Principal of Skyline, Skyline is not a Principal of the General Partner and has no authority to exercise Control of the Applicant. Additionally, there is no “other Principal” of the Developer since the HUB is the sole developer in the Application.

7. Credit Limit Part I does not have Skyline on it.

Response: Attached please find the revised Credit Limit Part I.
Thank you for allowing us the opportunity to clarify the described administrative deficiencies. In the event you have any additional questions or comments, please feel free to contact us.

Sincerely,

[Signature]
Donna Rickenbacker
### Site Information Form Part III

**1. Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control:</th>
<th>Site Plan:</th>
<th>Appraisal:</th>
<th>ESA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.105</td>
<td>13.105</td>
<td>N/A</td>
<td>15</td>
</tr>
</tbody>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
<th>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)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reeces Creek Developers, Ltd.</td>
<td>David Barr</td>
<td>PO Box 1183</td>
<td>Killeen</td>
<td>TX</td>
<td>76540</td>
<td>3/13/2006</td>
<td>No</td>
</tr>
</tbody>
</table>

If "Yes," please explain: 

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reeces Creek Developers, Ltd.</td>
<td>Not Related to Purchaser</td>
</tr>
</tbody>
</table>

Site Control is in the form of:

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

  Shown on Title Commitment
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:

- n/a Evidence of an easement, leasehold, or similar documented access; and
- n/a 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:

- n/a Qualified Census tract that has less than 20% HTC Units per household
- n/a 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.
- n/a Development is located in a Small Area Difficult Development Area (SADDA)
- n/a Rural Development (Competitive HTC only)
- n/a Development is entirely Supportive Housing (Competitive HTC Only)
- X Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- n/a 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.
- n/a 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)
- n/a 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: 

---

5/12/2019
Donna Rickenbacker

From: Paul Titterington <paul@mucaseyarchitects.com>
Sent: Tuesday, May 14, 2019 10:50 AM
To: Donna Rickenbacker
Cc: Jamie Rickenbacker; Mark Mucasey
Subject: FW: Villas at Robinett - ROW

Donna,
I spoke with Ace at Mitchell & Associates to verify r.o.w. width. See below for his description of their method of calculation. The 14'-0" width is correctly shown on the tax credit site plan.

Based on the 14'-0" r.o.w. expansion, the acreage numbers are:
13.105 gross acres minus .477 acres for r.o.w. expansion = 12.628 net acres.

Let me know if you need anything else.

Paul Titterington
Senior Associate
Registered Architect NCARB

Note: My active email address is paul@mucaseyarchitects.com
Please delete undeliverable address variations of my email address from your address book.

Mucasey & Associates Architects
4808 Gibson Street, Suite 200
Houston, Texas 77007
Ph.: 713 521 1233
Fax: 713 520 1904

From: Ace Reneau <areneau@mitchellinc.net>
Sent: Tuesday, May 14, 2019 8:49 AM
To: Paul Titterington <paul@mucaseyarchitects.com>
Subject: Villas at Robinett - ROW

Good morning Paul,

Robinette Road is classified in the Killeen Thoroughfare Plan as a minor arterial with a 110-ft right-of-way (ROW) width. When a property is platted we are required to verify the existing ROW. If the results are deficient of the prescribed width the city will require the owner to dedicate half of the deficiency as a condition of the plat. Our previous survey did not locate all of the monumentation for the west edge of Robinette but with the monuments that were available we believe the ROW to be about 82-ft wide. This is deficient 28-ft from the prescribed width and would require a dedication of approximately 14-ft from each adjoining land owner.

Kind regards,
Ace Reneau  
E.I.T. - Engineer  
Mitchell & Associates, Inc.  
102 North College Street, P.O. Box 1088  
Killeen, Texas 76541  
Telephone 254.634.5541  
Facsimile 254.634.2141  
E-mail areneau@mitchellinc.net  
Website www.mitchellandassociateskilleen.com  

DISCLAIMER: This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify me immediately. It is understood and agreed that Mitchell & Associates, Inc., upon release of any and all electronic files, is no longer responsible for their use or modification. The user of any and all attached electronic media accepts full responsibility and liability for any consequences arising out of the use of any and all electronic data. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Mitchell & Associates, Inc. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. Mitchell & Associates, Inc. accepts no liability for any damage caused by any virus transmitted by this e-mail.
## Rent Schedule

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

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

<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>1,400</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>2,800</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>5,600</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>5,104</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>1,400</td>
<td></td>
<td>672</td>
<td>302</td>
<td>604</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>1,542</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>3,084</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>7,710</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>6,380</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>1,542</td>
<td></td>
<td>672</td>
<td>302</td>
<td>604</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>1,554</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>3,108</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>19,425</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>15,950</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>2,331</td>
<td></td>
<td>672</td>
<td>302</td>
<td>2,016</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>1,886</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>718</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>1,886</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>1,256</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>3,772</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>1,886</td>
<td></td>
<td>807</td>
<td>359</td>
<td>1,614</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>990</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>359</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>3,960</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>2,512</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>10,890</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>8,393</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>1,980</td>
<td></td>
<td>807</td>
<td>359</td>
<td>1,614</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>1,014</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>359</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>1,014</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>628</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>4,056</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>2,028</td>
<td></td>
<td>807</td>
<td>359</td>
<td>1,614</td>
</tr>
</tbody>
</table>

---

**TOTAL** 104 units 86,858 65,433

- **Non Rental Income**: $15.00 per unit/month for:
  - Late fees, relet fees, app fees: 1,560

- **Total Nonrental Income**: +$15.00 per unit/month

**Effective Gross Monthly Income**: 66,993

- Provision for Vacancy & Collection Loss: % of Potential Gross Income: 7.50% (5,024)
- Late fees, relet fees, app fees: Enter as a negative number

**Self Score Total**: 122
## Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>HOUSING</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>10%</td>
</tr>
<tr>
<td>TC30%</td>
<td>11%</td>
<td>18%</td>
</tr>
<tr>
<td>TC40%</td>
<td>21%</td>
<td>28%</td>
</tr>
<tr>
<td>TC50%</td>
<td>68%</td>
<td>79%</td>
</tr>
<tr>
<td>TC60%</td>
<td>66%</td>
<td>76%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TAX CREDITS</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTC Li Total</td>
<td>91</td>
<td>100%</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>14%</td>
<td>14%</td>
</tr>
<tr>
<td>MR Total</td>
<td>13%</td>
<td>13%</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>104</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NATIONAL HOUSING TRUST FUND</th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BEDROOMS</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>68</td>
<td>36</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### MORTGAGE REVENUE

| MRB20% | 0 | 0 |
| MRB30% | 0 | 0 |
| MRB40% | 0 | 0 |
| MRB50% | 0 | 0 |
| MRB60% | 0 | 0 |
| MRB70% | 0 | 0 |
| MRB80% | 0 | 0 |

### BOND

| MRB Li Total | 0 | 0 |
| MRBM Li Total | 0 | 0 |
| MRB Total | 0 | 0 |

### DIRECT LOAN

| Direct Loan Li Total | 0 | 0 |
| EO | 0 | 0 |
| MR | 0 | 0 |
| MR Total | 0 | 0 |
| Direct Loan Total | 0 | 0 |

### OTHER

| Total OT Units | 0 | 0 |

### ACQUISITION + HARD

| Cost Per Sq Ft | $129.42 | Do not use this calculation to score points under 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there. |

### HARD

| Cost Per Sq Ft | $129.42 |

### BUILDING

| Cost Per Sq Ft | $90.00 |
From: Paul Titterington [mailto:paul@mucaseyarchitects.com]
Sent: Monday, May 13, 2019 9:59 AM
To: Donna Rickenbacker <donna@marqueconsultants.com>; Jamie Rickenbacker
<jamie@marqueconsultants.com>
Cc: Mark Mucasey <markm@mucaseyarchitects.com>
Subject: RE: Villas at Robinett

Donna,

I spoke with Ben Sheppard this morning and discussed his question regarding required HC van spaces as calculated on parking certification form. He proposed that the excel form be manually changed to reflect the correct required amount of van spaces. Attached is updated form, initialed by Mark, per Ben’s suggestion.

Let me know if you need anything else.

Paul Titterington
Senior Associate
Registered Architect NCARB

Note: My active email address is paul@mucaseyarchitects.com
Please delete undeliverable address variations of my email address from your address book.

Mucasey & Associates Architects
4808 Gibson Street, Suite 200
Houston, Texas 77007
Ph.: 713 521 1233
Fax: 713 520 1904
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.</td>
<td>Amenity center, pool, grille house</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1</td>
<td>Dumpsters</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2</td>
<td>Dog Park</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3</td>
<td>Grille, table</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:

104

Total surface parking spaces:

174

Total carports:

0

Total garages:

0

Total parking spaces of all types:

174

Calculated from above:

Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):

4

Calculated on prior page:

Total of all types of parking spaces that serve dwelling units:

170

Calculated from above:

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

6

Calculated from above:

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

66

Calculated from above:

APSs required in excess of one per mobility accessible unit:

2

Calculated from above:

Total APSs required (Including dwelling units and facilities/amenities):

12

Calculated from above:

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:

0

Number of garages that must be APSs:

0

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces:

3

Calculated from above:

Minimum number of surface parking spaces that must be van APSs:

3

Calculated from above:

Minimum number of carports that must be van APSs:

0

Calculated from above:

Minimum number of garages that must be van APSs:

0

Calculated from above:

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

Signature

Printed Name

Date:

Firm Name (if applicable)
<table>
<thead>
<tr>
<th>Item</th>
<th>Construction Loan(s)</th>
<th>Permanent Loan(s)</th>
<th>Bridge Loan(s)</th>
<th>Other Financing Costs</th>
<th>Subtotal Financing Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>FF&amp;E</td>
<td>150,000</td>
<td>150,000</td>
<td>0</td>
<td>0</td>
<td>300,000</td>
</tr>
<tr>
<td>Insurance Consultant</td>
<td>2,000</td>
<td>2,000</td>
<td>0</td>
<td>0</td>
<td>4,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$1,004,509</td>
<td>$0</td>
<td>$1,004,509</td>
<td><strong>$1,004,509</strong></td>
<td></td>
</tr>
<tr>
<td>FINANCING:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION LOAN(S)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>537,592</td>
<td>215,037</td>
<td>0</td>
<td>0</td>
<td>752,629</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>131,120</td>
<td>131,120</td>
<td>0</td>
<td>0</td>
<td>262,240</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>50,000</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>100,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>100,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>33,300</td>
<td>33,300</td>
<td>0</td>
<td>0</td>
<td>66,600</td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Construction Loan(s)</strong></td>
<td>$981,412</td>
<td>$215,037</td>
<td>$0</td>
<td>$0</td>
<td>$1,196,449</td>
</tr>
<tr>
<td>PERMANENT LOAN(S)</td>
<td>350,000</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
<td>365,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>35,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>35,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>15,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>15,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Credit report</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Permanent Loan(s)</strong></td>
<td>$365,000</td>
<td>$15,000</td>
<td>$0</td>
<td>$0</td>
<td>$380,000</td>
</tr>
<tr>
<td>BRIDGE LOAN(S)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Bridge Loan(s)</strong></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>OTHER FINANCING COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax credit fees</td>
<td>63,870</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>63,870</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>113,091</td>
<td>113,091</td>
<td>0</td>
<td>0</td>
<td>226,182</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Other Financing Costs</strong></td>
<td>$1,028,973</td>
<td>$0</td>
<td>$592,548</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DEVELOPER FEES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing consultant fees</td>
<td>2,038,833</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,038,833</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>1,925,774</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1,925,774</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>2,038,833</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>2,038,833</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,038,833</td>
<td>$0</td>
<td>$1,925,774</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RESERVES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent-up - new funds</td>
<td>50,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>50,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>$50,000</td>
<td>$0</td>
<td>$1,925,774</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal:**

$1,004,509 + $1,004,509 + $592,548 + $2,038,833 + $50,000 = $7,789,590
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th></th>
<th>Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Villas at Robinett 19 LP (tbf)</td>
<td>No</td>
</tr>
<tr>
<td>2.</td>
<td>Villas at Robinett GP LLC (tbf)</td>
<td>No</td>
</tr>
<tr>
<td>3.</td>
<td>DWR Development Group, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4.</td>
<td>Donna Rickenbacker</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>James Rickenbacker</td>
<td>No</td>
</tr>
<tr>
<td>6.</td>
<td>Skyline Development, LLC</td>
<td>No</td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant]  
Date: 5/12/2019  
Its: Authorized Representative
Via Serv-U HTTP Portal

May 14, 2019

Ben Sheppard
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 19166-Villas at Robinett

Dear Ben:

The following is in response to your Administrative Deficiency Notice dated 04/09/19 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. Revise Site Information Form Part III to state 15 acres as the size of the site in the ESA.

Response: See attached revised Site Information Part III

2. Feasibility report estimates that 14.5’ will be taken along Robinett Road during the platting process. If this taking is not reflected in the current site plan, revise the site plan to indicate it and state the estimated final size of the site. It is not necessary to restate what the site plan already says; it is only requested that the site plan state the anticipated final size of the site and timing of the reduction.

Response: Pursuant to our conversation, the Applicant has not begun the platting process. Therefore, we are not sure exactly what portion of the total acreage shown on the survey will be dedicated for street right-of-way and utility easements, etc. Please see attached best estimate at this stage of development.

3. Revise the Rent Schedule to state the number of bathrooms.

Response: Attached please find the revised rent schedule.

4. Parking certification (23c) should indicate 3 van accessible spaces (as the site plan does), 2 inside the gate and one outside the gate. The certification form was not intended for the case at hand that requires two separate analyses, one for the residential lot inside the gate (that requires 10 APSs for HC units, 1 APS for office and amenities, and 1 APS for dumpster) and another for the commercial lot outside the gate (that requires 1 APS that must be van accessible). Therefore, the development requires 10+2+1 APS, including 3 van APSs.
Response: Attached please find the revised T23C-Parking Calculation and explanation based on communication between you and Mucasey and Associates.

5. Cost Schedule lists unspecified costs. See footnote 1 of the Excel Application.

Response: Attached please find the revised second page of Tab 30-Development Cost Schedule.

6. The ownership organization has a party related to the HUB that is not a member of the HUB. This relates to the two points for Sponsor Characteristics.

Response: The QAP rules do not disqualify the Application from receiving Sponsor Characteristics points if the Applicant has a party related to the HUB that is not a member of the HUB in the transaction. §11.9(b)(2)-Sponsor Characteristics of the QAP allows an Application to qualify for points if the ownership structure contains either a HUB certified by the Texas Comptroller of Public Accounts or it contains a Qualified Nonprofit Organization, provided that the “Principal of the HUB or Qualified Nonprofit Organization is not a Related Party to any other Principal of the Applicant or Developer.....”

In this instance, the Application is seeking Sponsor Characteristics points for including DWR Development Group, LLC, a HUB (the “HUB”) in the ownership structure. The HUB will also be serving as the sole Developer.

The QAP rules define a Principal as “Persons that will be capable of exercising Control pursuant to §11.1(d)(30).”

The Applicant, Villas at Robinett 19, LP (tbf), will be controlled by Villas at Robinett GP, LLC (tbf), a proposed limited liability company that will serve as the General Partner of the Applicant. The General Partner will consist of two members that include (i) the HUB, as Managing Member that will own 90% of the General Partner, and (ii) Skyline Development, LLC (“Skyline”), a member that will own 10% of the General Partner. As defined in §11.1(d)(30)(D), Persons that are capable of exercising Control of a limited liability company are Persons having a 50% percent or more interest in the limited liability company.

As reflected in the Organizational Chart, the only member of the General Partner that has the ability to exercise Control is the HUB that will own 90% of the General Partner. Although Donna Rickenbacker, the sole member and Principal of the HUB is a Related Party to James Rickenbacker, the sole member and Principal of Skyline, Skyline is not a Principal of the General Partner and has no authority to exercise Control of the Applicant. Additionally, there is no “other Principal” of the Developer since the HUB is the sole developer in the Application.

7. Credit Limit Part I does not have Skyline on it.

Response: Attached please find the revised Credit Limit Part I.
Thank you for allowing us the opportunity to clarify the described administrative deficiencies. In the event you have any additional questions or comments, please feel free to contact us.

Sincerely,

Donna Rickenbacker
# Site Information Form Part III

1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.105</td>
<td>13.105</td>
<td>N/A</td>
<td>15</td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reeces Creek Developers, Ltd.</td>
<td>David Barr</td>
</tr>
<tr>
<td>PO Box 1183</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Killeen</td>
<td>TX</td>
<td>76540</td>
<td>3/13/2006</td>
<td></td>
</tr>
</tbody>
</table>

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

   If "Yes," please explain: ________________________________

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

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

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

<table>
<thead>
<tr>
<th>Name: Reeces Creek Developers, Ltd.</th>
<th>Relationship: Not Related to Purchaser</th>
</tr>
</thead>
</table>

   Site Control is in the form of:

   - **X** Contract for sale.
   - If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
   - Recorded Warranty Deed with corresponding executed closing/settlement statement.
   - Contract for lease.
   - **Expiration of Contract or Option:** __________________________
   - **Anticipated Closing Date:** __________________________

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

   **Shown on Title Commitment**
3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

   If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:
   - Evidence of an easement, leasehold, or similar documented access; and
   - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

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

   Development qualifies for the boost for:
   - Qualified Census tract that has less than 20% HTC Units per household
   - New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†
   - Development is located in a Small Area Difficult Development Area (SADDA)
   - Rural Development *(Competitive HTC only)*
   - Development is entirely Supportive Housing *(Competitive HTC Only)*
   - Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
   - Development includes an additional 10% of units at 30% AMI *(Competitive HTC only)*
   - Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.
   - Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT *(Competitive HTC only)*
   - Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 *(Competitive HTC only)*

   * Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

   †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.

   If ingress and egress to a public right of way are not part of the Property described in the site control documentation, the Applicant must provide:
   - Evidence of an easement, leasehold, or similar documented access; and
   - Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

   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.†
   - Development is located in a Small Area Difficult Development Area (SADDA)
   - Rural Development *(Competitive HTC only)*
   - Development is entirely Supportive Housing *(Competitive HTC Only)*
   - Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
   - Development includes an additional 10% of units at 30% AMI *(Competitive HTC only)*
   - Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.
   - Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT *(Competitive HTC only)*
   - Development is located in a Qualified Opportunity Zone designated under the Bipartisan Budget Act of 2018 *(Competitive HTC only)*

   * Resolution not due until Resolutions Delivery Date for Tax-Exempt Bond Developments

   †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.

   If a revised form is submitted, date of submission: 

   

   5/12/2019
Donna Rickenbacker

From: Paul Titterington <paul@mucaseyarchitects.com>
Sent: Tuesday, May 14, 2019 10:50 AM
To: Donna Rickenbacker
Cc: Jamie Rickenbacker; Mark Mucasey
Subject: FW: Villas at Robinett - ROW

Donna,

I spoke with Ace at Mitchell & Associates to verify r.o.w. width. See below for his description of their method of calculation. The 14'-0" width is correctly shown on the tax credit site plan.

Based on the 14'-0" r.o.w. expansion, the acreage numbers are:
13.105 gross acres minus .477 acres for r.o.w. expansion = 12.628 net acres.

Let me know if you need anything else.

Paul Titterington
Senior Associate
Registered Architect NCARB

Note: My active email address is paul@mucaseyarchitects.com
Please delete undeliverable address variations of my email address from your address book.

Mucasey & Associates Architects
4808 Gibson Street, Suite 200
Houston, Texas 77007
Ph.: 713 521 1233
Fax: 713 520 1904

From: Ace Reneau <areneau@mitchellinc.net>
Sent: Tuesday, May 14, 2019 8:49 AM
To: Paul Titterington <paul@mucaseyarchitects.com>
Subject: Villas at Robinette - ROW

Good morning Paul,

Robinette Road is classified in the Killeen Thoroughfare Plan as a minor arterial with a 110-ft right-of-way (ROW) width. When a property is platted we are required to verify the existing ROW. If the results are deficient of the prescribed width the city will require the owner to dedicate half of the deficiency as a condition of the plat. Our previous survey did not locate all of the monumentation for the west edge of Robinette but with the monuments that were available we believe the ROW to be about 82-ft wide. This is deficient 28-ft from the prescribed width and would require a dedication of approximately 14-ft from each adjoining land owner.

Kind regards,
Ace Reneau
E.I.T. - Engineer
Mitchell & Associates, Inc.
102 North College Street, P.O. Box 1088
Killeen, Texas 76541
Telephone 254.634.5541
Facsimile 254.634.2141
E-mail areneau@mitchellinc.net
Website www.mitchellandassociateskilleen.com

DISCLAIMER: This e-mail and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this e-mail in error, please notify me immediately. It is understood and agreed that Mitchell & Associates, Inc. upon release of any and all electronic files, is no longer responsible for their use or modifications. The user of any and all attached electronic media accepts full responsibility and liability for any consequences arising out of the use of any and all electronic data. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Mitchell & Associates, Inc. Finally, the recipient should check this e-mail and any attachments for the presence of viruses. Mitchell & Associates, Inc. accepts no liability for any damage caused by any virus transmitted by this e-mail.
<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/ Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TC 30%</strong></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>1,400</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
<td>2,104</td>
<td>5,104</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 50%</strong></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>2,800</td>
<td>560</td>
<td>34</td>
<td>526</td>
<td>2,104</td>
<td></td>
<td>6,380</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 60%</strong></td>
<td>8</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>5,600</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>5,104</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>700</td>
<td>1,400</td>
<td></td>
<td></td>
<td>672</td>
<td>1,344</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 30%</strong></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>1,542</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
<td>2,104</td>
<td>6,380</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 60%</strong></td>
<td>6</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>7,710</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>6,380</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>771</td>
<td>1,542</td>
<td></td>
<td></td>
<td>672</td>
<td>1,344</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 30%</strong></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>1,554</td>
<td>336</td>
<td>34</td>
<td>302</td>
<td>604</td>
<td>2,104</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 60%</strong></td>
<td>25</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>19,425</td>
<td>672</td>
<td>34</td>
<td>638</td>
<td>15,950</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>3</td>
<td>1</td>
<td>1.0</td>
<td>777</td>
<td>2,331</td>
<td></td>
<td></td>
<td>672</td>
<td>2,016</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 30%</strong></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>1,886</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>718</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 50%</strong></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>1,886</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>1,256</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 60%</strong></td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>3,772</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>943</td>
<td>1,886</td>
<td></td>
<td></td>
<td>807</td>
<td>1,614</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 30%</strong></td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>990</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>359</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 50%</strong></td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>3,960</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>2,512</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 60%</strong></td>
<td>11</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>10,890</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>8,393</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>990</td>
<td>1,980</td>
<td></td>
<td></td>
<td>807</td>
<td>1,614</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 30%</strong></td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>1,014</td>
<td>403</td>
<td>44</td>
<td>359</td>
<td>359</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 50%</strong></td>
<td>1</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>1,014</td>
<td>672</td>
<td>44</td>
<td>628</td>
<td>628</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TC 60%</strong></td>
<td>4</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>4,056</td>
<td>807</td>
<td>44</td>
<td>763</td>
<td>3,052</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>MR</strong></td>
<td>2</td>
<td>2</td>
<td>2.0</td>
<td>1014</td>
<td>2,028</td>
<td></td>
<td></td>
<td>807</td>
<td>1,614</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** | 104                                  |                              |                 |                | 86,858     |              |           | 65,433                      |

- **Non Rental Income** $15.00 per unit/month
- **Late fees, relet fees, app fees** 1,560
- **Provision for Vacancy & Collection Loss** 7.50% (5,024)
- **Rental Concessions (enter as a negative number)**

**Self Score Total:** 122

- **Rent Collected/Unit**
- **Total Monthly Rent**

**Non Rental Income**

**Effective Gross Monthly Income**
200796.075

MF-5/14/2019_1:21pm-bps

DUPLICATE OF PRIOR SUBMISSION. - BPS
x 12 = EFFECTIVE GROSS ANNUAL INCOME

743,622

If a revised form is submitted, date of submission:

Rent Schedule (Continued)
% of LI

% of Total

TC20%

HOUSING
TAX
CREDITS

0

MRB30%
MRB40%
MRB50%

0
0
0

11%
21%

18%

10
0
19

TC60%

68%

60%

62

10%

MORTGAGE
REVENUE

MRB60%

0

TC70%

0

MRB70%

0

TC80%

0

MRB80%

0

MRB LI Total

0
0

HTC LI Total

BOND

91

EO

0
13%

13

MRBMR
MRBMR Total

13%

13

MRB Total

0

104

30%

0

HTF30%

0

40%

0

HTF LI Total

0

LH/50%

0

MR

0

HH/60%

0

MR Total

0

HH/80%

0

HTF Total

0

Direct Loan LI Total
EO
MR
MR Total
Direct Loan Total

0
0
0
0
0

Total OT Units

0

14%

MR Total
Total HTC Units

DIRECT LOAN

OTHER

BEDROOMS

% of Total

MRB20%

TC30%
TC40%
TC50%

MR

NATIONAL
HOUSING
TRUST
FUND

% of LI
0

0

0

1
2
3
4
5

68
36
0
0
0

ACQUISITION + HARD
Cost Per Sq Ft
HARD
Cost Per Sq Ft
BUILDING
Cost Per Sq Ft

0

DO NOT USE THIS CALCULATION TO

$ 129.42 SCORE POINTS UNDER 11.9(e)(2). At the
end of the Development Cost Schedule,

$ 129.42 you will have the ability to adjust your
eligible costs to qualify. Points will be

$ 90.00 entered there.

5/12/2019


From: Paul Titterington [mailto:paul@mucaseyarchitects.com]
Sent: Monday, May 13, 2019 9:59 AM
To: Donna Rickenbacker <donna@marqueconsultants.com>; Jamie Rickenbacker
     <jamie@marqueconsultants.com>
Cc: Mark Mucasey <markm@mucaseyarchitects.com>
Subject: RE: Villas at Robinett

Donna,

I spoke with Ben Sheppard this morning and discussed his question regarding required HC van
spaces as calculated on parking certification form. He proposed that the excel form be manually
changed to reflect the correct required amount of van spaces. Attached is updated form, initialed by
Mark, per Ben’s suggestion.

Let me know if you need anything else.

Paul Titterington
Senior Associate
Registered Architect NCARB

Note: My active email address is paul@mucaseyarchitects.com
Please delete undeliverable address variations of my email address from your address book.

Mucasey & Associates Architects
4808 Gibson Street, Suite 200
Houston, Texas 77007
Ph.: 713 521 1233
Fax: 713 520 1904
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mall 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>Amenity center, pool, grille house</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Dumpsters</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Dog Park</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td>Grille, table</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: 104
Total surface parking spaces: 174
Total carports: 0
Total garages: 0

Total parking spaces of all types:
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated from above: 174
Total of all types of parking spaces that serve dwelling units:
APoSs for mobility accessible units (5% of unit count, if spaces are sufficient): Calculated from above: 6
Parking spaces that serve dwelling units in excess of one per unit (if applicable): Calculated from above: 66
APoSs required in excess of one per mobility accessible unit: Calculated from above: 2

Total APSs required (including dwelling units and facilities/amenities):
All Developments, including those having fewer than one parking space serving each dwelling unit, should use this portion of the worksheet. Enter the number of APSs indicated by ADA Table 208.2 for the total of each type of parking space, i.e., surface spaces, 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: 0
Number of garages that must be APSs: 0

APoSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces:
Minimum number of surface parking spaces that must be van APSs: Calculated from above: 3
Minimum number of carports that must be van APSs: Calculated from above: 3
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.

Signature: [Signature]
Printed Name: Mary S. McCasey, AIA

Date: 5/13/19
Firm Name (if applicable): McCasey & Associates
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FF&amp;E</td>
<td>150,000</td>
</tr>
<tr>
<td>Insurance Consultant</td>
<td>2,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$1,004,509</td>
</tr>
<tr>
<td><strong>FINANCING:</strong></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION LOAN(S)†</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>537,592</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>131,120</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>50,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>50,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>33,300</td>
</tr>
<tr>
<td>Credit Report</td>
<td>0</td>
</tr>
<tr>
<td>Discount Points</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>PERMANENT LOAN(S)</td>
<td></td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>35,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>15,000</td>
</tr>
<tr>
<td>Bond premium</td>
<td>0</td>
</tr>
<tr>
<td>Credit report</td>
<td>0</td>
</tr>
<tr>
<td>Discount points</td>
<td>0</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
</tr>
<tr>
<td>Prepaid MIP</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>BRIDGE LOAN(S)</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>0</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>0</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>OTHER FINANCING COSTS†</td>
<td></td>
</tr>
<tr>
<td>Tax credit fees</td>
<td>63,870</td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td>0</td>
</tr>
<tr>
<td>Payment bonds</td>
<td>0</td>
</tr>
<tr>
<td>Performance bonds</td>
<td>113,091</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td>0</td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td>0</td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td>0</td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td>0</td>
</tr>
<tr>
<td>Tax opinion</td>
<td>0</td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>$1,028,973</td>
</tr>
<tr>
<td>DEVELOPER FEES†</td>
<td></td>
</tr>
<tr>
<td>Housing consultant fees‡</td>
<td>2,038,833</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>1,925,774</td>
</tr>
<tr>
<td>Profit or fee</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>$2,038,833</td>
</tr>
<tr>
<td>RESERVES</td>
<td></td>
</tr>
<tr>
<td>Rent-up - new funds</td>
<td>50,000</td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td>0</td>
</tr>
</tbody>
</table>
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §1.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:
Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

### Part I. Applicant Credit Limit Documentation

| a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor. |
|---|---|
| 1. Villas at Robinit 19 LP (tbf) | No |
| 2. Villas at Robinit GP LLC (tbf) | No |
| 3. DWR Development Group, LLC | Yes |
| 4. Donna Rickenbaker | Yes |
| 5. James Rickenbaker | No |
| 6. Skyline Development, LLC | No |
| 7. | |
| 8. | |
| 9. | |
| 10. | |
| 11. | |
| 12. | |
| 13. | |
| 14. | |
| 15. | |
| 16. | |
| 17. | |
| 18. | |
| 19. | |
| 20. | |
| 21. | |
| 22. | |
| 23. | |
| 24. | |
| 25. | |
| 26. | |
| 27. | |
| 28. | |
| 29. | |
| 30. | |

b. Person/entity has at least one other application in the current Application Round.

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  
Date: 5/12/2019  
Its: Authorized Representative
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department's underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Tuesday, July 9, 2019 (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1. Are there any plans to further develop the southern portion of the site besides the on-site detention pond?
   
   Response:

   No, other than fencing and landscaping/irrigation. The pond is larger then normal because of the site's proximity to flood plain.

2. Your Site Amenities cost of $1,180,000 stands out since it is obviously higher than your Site Work cost. Please provide some back up documentation to explain the high Landscaping cost of $525,000 and the high Fencing cost of $495,000.
   
   Response:

   The site is a larger than normal site at about 13.105 acres. We based the estimate on 2016 Villa Verde Estates actual cost per acre of $37,838 for Landscape and Irrigation and $32,896 per acre for fencing. So for Robinett we used a planning factor of $40,061 and $37,772 respectively. Villa Verde is in Region 11-Weslaco a market area that we are very familiar with and can get good competitive pricing. Robinett is in Region 8-Killeen, a unknown market area. Therefore we increased the factor for each component. We must fence the entire 13.105 site including the detention area for visual and safety reasons. given that the site is surrounded by single family homes.
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of public comment received behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Commitment or Determination Notice documents behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Direct Loan Program Award Letters behind this tab in the application .pdf
Multifamily Finance Division staff will place scanned copies of Carryover Allocation Agreement documents behind this tab in the application .pdf