2019 Multifamily Uniform Application
2019 HTC
Full Application

Part 1 Tab 1a

Application Certification

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

Development Name: Hammack Creek Apartments

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

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

By:

Signature of Authorized Representative

Deepak P. Sulakhe

Printed Name

Title

Date

Sworn to and subscribed before me on the 21 day of February, 2019 by Deepak P. Sulakhe

(Personalized Seal)

TIFFANY RACHEL STAFFORD
Notary Public, State of Texas
Comm. Expires 10-31-2022
Notary ID 131779761

Notary Public Signature

Texas

Notary Public, State of

Dallas

County of

10-31-2022

My Commission Expires:

2-21-2019

Date

2/15/2019
2019 HTC
Full Application

Part 1 Tab 2

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

The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

- The Development is not located in an area with undesirable site features as further described in §11.101(a)(2) of the Qualified Allocation Plan.
- The proposed Development is Rehabilitation (excluding Reconstruction) with ongoing and existing federal assistance from HUD, USDA, or Veterans Affairs (“VA”) and an exemption was requested prior to the filing of an Application or is being requested with the Application in accordance with §11.101(a)(2) of the Qualified Allocation Plan.
- The proposed Development is Historic Preservation pursuant to §11.9(e)(6) of the Qualified Allocation Plan, is located in an area with an undesirable site feature and an exemption was requested prior to the filing of an Application or is being requested with the Application.
- The proposed Development is New Construction, is located in an area with an undesirable site feature and a copy of the local ordinance that regulates the proximity of such feature to a multifamily development is included in the Application.
- The proposed Development is located in an area with an undesirable site feature and mitigation to be considered by staff and the Board is included in the Application.
Neighborhood Risk Factors *(select one of the main boxes as applicable)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Deepak P. Sulakhe

Printed Name

President/CEO

Title

Feb 21st, 2019

Date

THE STATE OF Texas

COUNTY OF Dallas

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

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

TIFFANY RACHEL STAFFORD
Notary Public, State of Texas
Comm. Expires 10-31-2022
Notary ID 131779761

(Seal)

Notary Public Signature
2019 HTC
Full Application

Part 1 Tab 3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

TIFFANY RACHEL STAFFORD
Notary Public, State of Texas
Comm. Expires 10-31-2022
Notary ID 131779761

Notary Public Signature
2019 HTC
Full Application

Part 1 Tab 4

Multifamily Direct Loan Certification
This Tab is Not Applicable
Provide the contact information for the Applicant and any staff responsible for Administrative Deficiencies and/or clarifications to the Application.

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Deepak P. Sukakhe</td>
</tr>
<tr>
<td>Email: <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
</tr>
<tr>
<td>Mailing Address: 5033 Brookview Dr.</td>
</tr>
<tr>
<td>Street: Dallas</td>
</tr>
<tr>
<td>TX 75220</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Alyssa Carpenter</td>
</tr>
<tr>
<td>Email: <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Alyssa Carpenter</td>
</tr>
<tr>
<td>Email: <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td>Mailing Address: 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td>Street: Austin</td>
</tr>
<tr>
<td>TX 78702</td>
</tr>
</tbody>
</table>

2/28/2019
2019 HTC
Full Application

Part 1 Tab 6

Self Score Form
This form will self-populate based on scoring selections made throughout the Application. Applicant should refer to this form to ensure that scoring selections are accurate prior to submitting the Application. Corrections must be made in the applicable section(s) of the Application. Highlighted rows indicate scoring items for both 9% HTC and Direct Loan applications. Additional scoring for Direct Loan applications can be found at 10 TAC §13.6.

### Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total** 17

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

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

**Serve and Support Texans Most in Need Total** 49

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local 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>
</table>

**Total Application Self Score** 120

2/28/2019
2019 HTC
Full Application

Part 2 Tab 7

Site Information Form
Part I
1. Development Address (All Programs)

NEQ Kennedale Sublett Rd. and Kennedale Pkwy.  
Kenedale ETJ? No

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Kennedale</td>
</tr>
<tr>
<td>Zip</td>
<td>Region</td>
</tr>
<tr>
<td>76060</td>
<td>Tarrant</td>
</tr>
<tr>
<td>County</td>
<td>Rural/Urban</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Census Tract Information (All Programs)

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>Zip</th>
<th>Median Household Income</th>
<th>Quartile</th>
<th>Poverty Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>48439111404</td>
<td>760</td>
<td>57313.00</td>
<td>3q</td>
<td>11.2</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

19267

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

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

NA

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

- Development Site is appropriately zoned? No
- Zoning Designation: GC and Ag
- Flood Zone Designation: X
- Entire Development Site is outside the 100 year floodplain. Yes
- Farmland Designation (New Construction (including adaptive re-use) seeking Section 811 and/or Direct Loan funds):

Not Prime Farmland


Confirm the following supporting documents are provided behind this tab.

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

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>James F. Delaney Elementary</td>
<td>Pk through</td>
<td>4 Yes Yes Yes</td>
</tr>
<tr>
<td>James A. Arthur Intermediate</td>
<td>5 through</td>
<td>6 Yes Yes Yes</td>
</tr>
<tr>
<td>Kennedale Junior High</td>
<td>7 through</td>
<td>8 Yes Yes Yes</td>
</tr>
<tr>
<td>Kennedale High School</td>
<td>9 through</td>
<td>12 Yes Yes Yes</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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

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

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

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

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was both not reasonably foreseeable and was not preventable by the Applicant and (where appropriate), plans for mitigation or alternative solutions; and
  - Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
Supporting Documentation for Site Information Form Part I
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/jsf/pages/searchresults.xhtml?refresh=t]

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

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

Farmland Designation
- 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)
- 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.
- DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)
Waiver of Rules

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

- The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov't Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Street Map
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Census Tract Map
Census Tract Map
Hammack Creek Apartments

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

Part 2 Tab 8

Supporting Documents:
2x Per Capita Resolution/
1 Mile 3 Year Resolution/
30% HTC Resolution
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Evidence of Zoning
February 8, 2019

TDHCA
221 East 11th Street
Austin, TX 78701

Re: Zoning Change Application
Hammack Creek Village
133 Kennedale Parkway
Kenedale, TX 76060

To Whom This May Concern,

The above-mentioned development, to be developed by OM Housing, LLC, at 133 Kennedale Parkway, Kenedale, Texas is in the process of seeking a zoning change. An application and fee for a zoning change has been submitted for the site of the proposed Village at Hammack Creek development located at 133 Kennedale Parkway, Kenedale, Texas 76060.

The City of Kenedale has received a release agreeing to hold the political subdivision and all other parties harmless in the event that the appropriate zoning for the proposed Village at Hammack Creek development is denied.

Sincerely,

Melissa Dailey, AICP
Director of Planning & Economic Development
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documents:
Flood Zone Designation
FEMA Flood Map

Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHAs are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/A9, Zone AR/A9, Zone AR/A9/AE, Zone AR/A9/A9, Zone AR/A9/A9/AE, Zone AR/A9/A9/A9. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

Special Flood Hazard Areas Subject to inundation by the 1% annual chance Flood Event (100-year flood) - The 1% annual chance flood, also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHA includes A, AE, AH, AO, AR, A99, V, VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA and higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

Area Not Included

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

Minimal Flood Hazard Areas - Areas determined to be outside the 0.2% (500-year) annual chance floodplain and protected by levee from 100-year flood.

Source: FEMA NFHL, USGS NHL, ESRI

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census Bureau TIGER/Line data; USFS Road Data; Natural Earth Data; U.S. Department of State Humanitarian Information Unit; and NOAA National Centers for Environmental Information. U.S. Coastal Relief Model. Data refreshed October 2018.
2019 HTC
Full Application

Part 2 Tab 8

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)
Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

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

Soil Survey Area: Tarrant County, Texas
Survey Area Data: Version 16, Sep 16, 2018
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Oct 29, 2016—Nov 29, 2017
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Farmland Classification

<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>13</td>
<td>Birome-Aubrey-Urban land complex, 5 to 15 percent slopes</td>
<td>Not prime farmland</td>
<td>8.8</td>
<td>8.2%</td>
</tr>
<tr>
<td>22</td>
<td>Crosstell fine sandy loam, 3 to 8 percent slopes</td>
<td>Not prime farmland</td>
<td>12.8</td>
<td>11.9%</td>
</tr>
<tr>
<td>23</td>
<td>Crosstell-Urban land complex, 1 to 5 percent slopes</td>
<td>Not prime farmland</td>
<td>72.9</td>
<td>67.9%</td>
</tr>
<tr>
<td>30</td>
<td>Gasill fine sandy loam, 3 to 8 percent slopes</td>
<td>Not prime farmland</td>
<td>12.6</td>
<td>11.8%</td>
</tr>
<tr>
<td>64</td>
<td>Rader-Urban land complex, 0 to 3 percent slopes</td>
<td>Not prime farmland</td>
<td>0.2</td>
<td>0.1%</td>
</tr>
<tr>
<td>71</td>
<td>Silslid loamy fine sand, 1 to 5 percent slopes</td>
<td>Not prime farmland</td>
<td>0.1</td>
<td>0.1%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td></td>
<td><strong>107.3</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*
2019 HTC
Full Application

Part 2 Tab 8

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

Part 2 Tab 8

Supporting Documents:
Educational Quality
### Texas Education Agency

#### 2018 Accountability Ratings Overall Summary

**JAMES F DELANEY EL (220914102) - KENNEDALE 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>81</td>
<td>81</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>54</td>
<td>82</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>73</td>
<td>77</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 47.0%)</td>
<td>54</td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td></td>
<td>83</td>
<td>79</td>
</tr>
</tbody>
</table>

### Distinction Designations

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

**JAMES A ARTHUR INT (220914101) - KENNEDALE 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>72</td>
<td>72</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>41</td>
<td>73</td>
<td>Met Standard</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>52</td>
<td>55</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 45.5%)</td>
<td>41</td>
<td>59</td>
<td>Improvement Required</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td>30</td>
<td>70</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

## Distinction Designations

<table>
<thead>
<tr>
<th>Component</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA/Reading</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Mathematics</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Science</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Social Studies</td>
<td>Not Eligible</td>
</tr>
<tr>
<td>Comparative Academic Growth</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
<td>Not Earned</td>
</tr>
</tbody>
</table>
Texas Education Agency
2018 Accountability Ratings Overall Summary
KENNEDALE J H (220914041) - KENNEDALE 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>88</td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>84</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>53</td>
<td>84</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>86</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>77</td>
<td>86</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 42.9%)</td>
<td>53</td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>94</td>
<td>94</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

Distinction Designations

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

#### 2018 Accountability Ratings Overall Summary

KENNEDALE H S (220914001) - KENNEDALE 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>81</td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>82</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>49</td>
<td>77</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>53</td>
<td>84</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>97.3</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td>71</td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>59</td>
<td>65</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 35.0%)</td>
<td>51</td>
<td>71</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>60</td>
<td>77</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

#### Distinction Designations

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

Part 2 Tab 8

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

Part 2 Tab 9

Site Information Form
Part II
**Site Information Form Part II**

**Opportunity Index points are not requested. Part 1 entries are related to Concerted Revitalization Plan.**

If yes, skip down to select amenities under Urban or Rural, as applicable.

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

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

   AND

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

   OR

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

| Contiguous Census Tract # | 48439111532 | Contiguous Tract Quartile | 2nd |

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

- pharmacy (1 point)(1 mile)
- health-related facility (1 point)(3 miles)
- licensed center serving children (1 point)(2 miles)
- indoor recreation facility available to public (1 point)
- outdoor recreation facility available to public (1 point)
- community, civic or service organization (1 point)(1 mile)
- delivered meals service (1 point)
- census tract with crime rate of ≤26 per 1k persons (1 point)
- census tract with ≥27% associate degrees adults ≥25 (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)(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.

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

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:

2/28/2019
2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

- **Wholly or partially within a Colonia (2 points);**
  (Note: Not eligible if application qualifies for Opportunity Index points)
- **Entirely within the boundaries of an Economically Distressed Area (1 point);**
  (Note: Not eligible if application qualifies for Opportunity Index points)
- **Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (3 points);**
  For areas that did not score above, entirely within a census tract that does not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 points);
- **Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);**

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

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

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

**Application is seeking points for Underserved Area.**

**Total Points Claimed:** 3

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

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

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

**Total Points Claimed:** 0

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

**Region:**

- **Urban**

- **No** 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

2/28/2019
6. **Readiness to Proceed in Disaster Impacted Counties ([Competitive HTC Applications ONLY] [10 TAC §11.9(c)(8)])**

NA Application meets all of the following requirements:

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

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

Part 2 Tab 10

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

**Opportunity Index (Competitive HTC and Direct Loan Only)**
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of no physical barriers between the tracts
- Map(s) of Community Assets with Development, radius, and each asset labeled
- Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements
- For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules. 
  NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond exclusively congregational or member-affiliated activities. For this item, you must evidence the organization’s service activity in the community.
- Print-out from DFPS website confirming daycare licensed to serve relevant age groups ([http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp](http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp))
- Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate ([https://www.neighborhoodscout.com](https://www.neighborhoodscout.com))
- Print-out from THECB website confirming accreditation of university or community college ([http://www.txhighereddata.org/Interactive/Institutions.cfm](http://www.txhighereddata.org/Interactive/Institutions.cfm))
- Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable

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

**For Economically Distressed Areas:**
- A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and ([http://www.twdb.texas.gov/financial/programs/EDAP/index.asp](http://www.twdb.texas.gov/financial/programs/EDAP/index.asp))
- Map showing development site boundaries, relative to EDA boundaries.

**For other items:**
- Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department’s website at ([http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm))
- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable

**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](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.
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
Hammack Creek Apartments
Opportunity Index

Census tract 48439111404 has a median household income within the 3rd quartile of the region with a poverty percentage of less than 20%. The census tract is contiguous to census tract 48439111532 in the 2nd quartile with no physical barriers in between, and the Development Site is no more than 2 miles from the boundary (0.53 miles).

Census tract 48439111404 has an associate degree rate of $\geq 27\%$.

Census tract 48439111404 has an associate degree rate of $\geq 27\%$.  

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Census Tract Abr.</th>
<th>Estimate</th>
<th>Associates</th>
<th>Rate of Assoc degree or</th>
</tr>
</thead>
<tbody>
<tr>
<td>4434</td>
<td>Census Tract 1113.14, Tarrant County, Texas</td>
<td>3906</td>
<td>2533</td>
<td>64.85%</td>
</tr>
<tr>
<td>4436</td>
<td>Census Tract 1114.02, Tarrant County, Texas</td>
<td>3943</td>
<td>1549</td>
<td>39.28%</td>
</tr>
<tr>
<td>4436</td>
<td>Census Tract 1114.04, Tarrant County, Texas</td>
<td>5790</td>
<td>2327</td>
<td>40.19%</td>
</tr>
<tr>
<td>4437</td>
<td>Census Tract 1114.05, Tarrant County, Texas</td>
<td>1650</td>
<td>264</td>
<td>16.00%</td>
</tr>
<tr>
<td>4438</td>
<td>Census Tract 1114.06, Tarrant County, Texas</td>
<td>2736</td>
<td>1420</td>
<td>51.90%</td>
</tr>
<tr>
<td>4439</td>
<td>Census Tract 1114.07, Tarrant County, Texas</td>
<td>2197</td>
<td>1068</td>
<td>48.61%</td>
</tr>
</tbody>
</table>
Census Tract Map
Hammack Creek Apartments

Source: https://www.huduser.gov/portal/sadda/sadda_qct.html
<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
<th>Distance (mi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV</td>
<td>Ray’s Pharmacy #2</td>
<td>301 W. Kennedale Pkwy.</td>
<td>Kennedale</td>
<td>76060</td>
<td>.32</td>
</tr>
<tr>
<td>V</td>
<td>CommunityMed Family Urgent Care</td>
<td>6320 US Hwy 287, Ste 112</td>
<td>Arlington</td>
<td>76001</td>
<td>1.86</td>
</tr>
<tr>
<td>VI</td>
<td>Tiny Tigers Child Care</td>
<td>619 N Little School Rd.</td>
<td>Kennedale</td>
<td>76060</td>
<td>.55</td>
</tr>
<tr>
<td>XI</td>
<td>Kennedale Community Center</td>
<td>316 W. Third St.</td>
<td>Kennedale</td>
<td>76060</td>
<td>.28</td>
</tr>
<tr>
<td>XII</td>
<td>Sonora Park</td>
<td>263 S. New Hope Rd.</td>
<td>Kennedale</td>
<td>76060</td>
<td>.33</td>
</tr>
<tr>
<td>XIII</td>
<td>The Mission Store/First United Methodist</td>
<td>209 Spiller St.</td>
<td>Kennedale</td>
<td>76060</td>
<td>.20</td>
</tr>
<tr>
<td>XIV</td>
<td>Meals on Wheels</td>
<td>Tarrant County</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>VII</td>
<td>Property Crime</td>
<td>25.67/1,000</td>
</tr>
<tr>
<td>X</td>
<td>Associates</td>
<td>40.19%</td>
</tr>
</tbody>
</table>
Hammack Creek Apartments
1-Mile Radius
Menu

Ray's Pharmacy

Your hometown drugstore.

At Ray's Pharmacy, service is our trademark. We are locally owned and operated since 1954, and we have multiple locations to better serve our customers. We offer counseling, educational materials, compounding, and other services to contribute to the health and wellness of every member of your family, including your pets!

Danny Ray, Owner

Our Mission Statement

Ray's Pharmacy is committed to the health and wellness of our community. We will prove our commitment through continued education, training, and by providing the necessary resources to help make health decisions easier for our customers and their families. We are dedicated to being the community resource for prescriptions, as well as other health care needs.

Multiple Locations

Ray's Pharmacies are located in Mansfield (Headquarters), Kennedale, Arlington, and Hamilton. In addition our QIC (Quality In-home Care) Pharmacy located in our Mansfield building. Please Visit our FAQ section for frequently asked questions about prescriptions, transfers and other pharmacy information.

Ray's is an Rx 2 Go Pharmacy

Download the Rx2Go app in iTunes or Google Play. This free application helps connect you to your hometown independent pharmacy. Use the pharmacy search feature to find a pharmacy near you that participates in the Rx2Go online refill system. Once you have found a participating pharmacy, you will be able to submit refill requests directly from your Android or iTunes Device.

FREE Next Day Delivery

Home
Baby Boomers Are Planning to Age In Place

Forget what you think about picturing the majority of baby boomers moving to a sunny retreat in Florida. The truth of the matter is that approximately 90 percent of seniors want to age in place. While there are several pros to downsizing, not everyone has the funds. Read More

0 comments
Locations

Ray's Pharmacy Mansfield

1831 E. Broad Street
Mansfield, Texas 76063

Map/Directions

Tel (817) 473-1145
Fax (817) 473-6749
Corporate Office: (817) 473-1147

Hours
Mon-Fri 9:00 a.m. – 7:00 p.m.
Sat 9:00 a.m. – 2:00 p.m.

Ray's Pharmacy #2 Kennedale

301 W. Kennedale Pkwy
Kennedale, Texas 76060

Map/Directions

Tel (817) 478-8225
Fax (817) 483-2236

Hours
Mon-Fri 9:00 a.m. – 6:00 p.m.
Sat-Sun CLOSED

https://www.rayspharmacy.com/locations/
Texas Pharmacy License # 1020

RAY PHARMACY #2

License Information

<table>
<thead>
<tr>
<th>License Status</th>
<th>Active</th>
</tr>
</thead>
<tbody>
<tr>
<td>License #</td>
<td>1020</td>
</tr>
<tr>
<td>Expiration Date</td>
<td>04/30/2020</td>
</tr>
<tr>
<td>Date License Issued</td>
<td>Unknown</td>
</tr>
</tbody>
</table>

Address

301 W. KENNEDALE PKWY
P. O. BOX 279
KENNEDALE, TX 76060

County TARRANT
Phone (817) 478-8225

Pharmacy Details

Prior Disciplinary Orders* No

* Information relating to disciplinary orders is current as of 30 days prior to this date. Please note that disciplinary orders entered more than 10 years ago are not available online. A written request for information regarding prior disciplinary orders may be submitted to the office of the Texas State Board of Pharmacy. Any disciplinary orders entered pursuant to Chapter 564 of the Texas Pharmacy Act are confidential and not subject to public disclosure.

Class of Pharmacy Community Pharmacy
Type of Ownership Corporation
Type of Pharmacy Community Independent
# of Hospital beds 0

Employment Information

Pharmacist in Charge
LOWE, DEANNA DEAN

Pharmacy Profile

Accessible to disabled persons? Yes
Participates in the Texas Medicaid program? Yes
Translating services (Listed Below if Available) Available

Remedial plans (if any) are shown above and subject to removal at the end of the 5th fiscal year after the Board enters the plan.

Services Provided

No Nuclear
No Out-Patient Prescriptions
No Ship Prescription Out of State
No Class D (Expanded Formulary)
No Class D (Alternative Visit Schedule)
No Compounding Sterile-Risk Level Low
No Compounding Sterile-Risk Level Med
No Compounding Sterile-Risk Level High
No Compounding Non-Sterile
No 24 Hour Service
No Closed Door
No Compounding, Office Use
Yes Home Delivery
No Infusion
No Pharmacist Administered Immunizations
No Veterinary Prescriptions

Texas Pharmacist Employment Information

<table>
<thead>
<tr>
<th>Pharmacist Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>License Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>BROCK, CONNEE RALEY</td>
<td>48168</td>
<td>11/13/2009</td>
<td>09/30/2019</td>
<td>Relief</td>
<td>Active</td>
</tr>
<tr>
<td>HALL, JOANNA B.</td>
<td>28139</td>
<td>11/08/1984</td>
<td>05/31/2019</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>LOWE, DEANNA DEAN</td>
<td>30866</td>
<td>03/01/1989</td>
<td>03/31/2020</td>
<td>PIC</td>
<td>Active</td>
</tr>
</tbody>
</table>

Texas Registered Technicians/Trainees Employment Information

<table>
<thead>
<tr>
<th>Technician/Trainee Name</th>
<th>License #</th>
<th>Registr. Date</th>
<th>Expir. Date</th>
<th>Emp. Status</th>
<th>Reg. Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>RUBIO, DANNY</td>
<td>238293</td>
<td>12/16/2014</td>
<td>04/30/2019</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>TAYLOR, JENNIFER LEIGH</td>
<td>111982</td>
<td>06/18/2004</td>
<td>02/28/2019</td>
<td>Staff</td>
<td>Active</td>
</tr>
<tr>
<td>WOODLEY, MELISSA JANE</td>
<td>167807</td>
<td>10/09/2010</td>
<td>03/31/2019</td>
<td>Staff</td>
<td>Active</td>
</tr>
</tbody>
</table>

Texas Remote Pharmacy Information

<table>
<thead>
<tr>
<th>Remote Pharmacy Name</th>
<th>Registr. #</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcode</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Texas Pharmacy Owner Information

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Owner Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zipcode</th>
</tr>
</thead>
<tbody>
<tr>
<td>RAY'S PHARMACY, INC</td>
<td>OWNER</td>
<td>1831 E BROAD ST.</td>
<td>MANSFIELD</td>
<td>TX</td>
<td>76063</td>
</tr>
<tr>
<td>RAY, SUZANNE P</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAY, ROBERT DANIEL</td>
<td>OFFICER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Texas State Board of Pharmacy certifies that it maintains the information for the license verification function of this website, performs daily updates to the website, and considers the website to be a secure, primary source for license verification.
ALMOST NEVER A WAIT! IN-NETWORK WITH MOST MAJOR INSURANCES
(INCLUDING MEDICARE AND TRICARE)!
OPEN MONDAY – SATURDAY: 8AM-8PM, SUNDAY: 12PM-8PM

OUR SOUTH ARLINGTON LOCATION SERVES KENNEDALE, ARLINGTON, FT. WORTH, MANSFIELD, GRAND PRAIRIE, FOREST HILL, EVERMAN, RENDON, CROWLEY, AND MANY OF THE TOWNS IN SOUTH TARRANT COUNTY. WE ARE LOCATED OFF US HWY 287 AND SUBLETT ROAD, JUST PAST INTERSTATE 20. WE'RE NEXT TO ALBERTSON'S.
We are a walk-in urgent care clinic with no appointment needed! We are not an ER. We provide healthcare services for your non-life-threatening illnesses or injuries. We fix boo-boos to broken bones and stitches to sniffles.

AN URGENT CARE CLINIC IN ARLINGTON, TX AND NEIGHBORING COMMUNITIES

CommunityMed Urgent Care is proud to serve South Arlington, Texas, and the surrounding cities! We provide quality urgent care services for virtually all non-life-threatening injuries and illnesses. Our primary goal is to deliver expert medical care and to treat each patient as if they were a member of our own family. All of our clinics, including our Arlington Urgent Care, are open late and weekends with little to no wait! Walk-ins are welcome with no appointment necessary, making it easier to get the care you need, exactly when you need it.

At CommunityMed Urgent Care, our patients are seen by friendly, highly experienced medical professionals. We're the more convenient and affordable solution over the emergency room for people seeking medical attention for non-life-threatening injuries and illnesses. Our cost is the same or slightly more than a regular doctor's office and we are up to ten times less expensive than an Emergency Room for comparable services. We treat illnesses and injuries such as:

- Colds, flus, and fevers
- Urinary tract infections
- Sprains, strains, and sports injuries
- Pink eye and other eye infections
- Bug and animal bites
- Lacerations
- Migraines and headaches
- Allergies
- Rashes and other skin conditions
In addition, our Urgent Care in Arlington, TX offers some Family Practice services! Ask about how we can be a great alternative to your Primary Care Doctor so you can be seen quickly!

When you need prompt medical services, turn to CommunityMed Urgent Care. We are honored to serve Arlington, Mansfield, Ft. Worth, Kennedale, Grand Prairie and more surrounding cities!

SERVICES

WE SEE BOO-BOOS TO BROKEN BONES, SNIFFLES TO STITCHES!
WE HANDLE ILLNESS & INJURY INCLUDING THE FOLLOWING:

- Stitches
- Strep Throat/Flu
- Colds and Coughs
- Rashes and Shingles
- Ear Aches & Ear Infections
- Bronchitis/Asthma
- Diarrhea
- Pink Eye
- Physicals & Screenings
- X-Rays
- Splints
- Fever
- UTI
- Laryngitis
- Ringworm
- Headache
- Vomiting
- Allergies
- Abscesses
- Mononucleosis (Mono)
- Sinus Infections
- Ear Wax Removal
- Bug & Animal Bites
- Lacerations
- Sprains
- Splinters/Nails
- Heart Burn/Acid Reflux
- Bladder infections
- RSV Diagnosis
- Hand, Foot & Mouth Diagnosis

PHYSICALS

URGENT CARE
CommunityMed Urgent Care is a locally-owned Urgent Care healthcare provider serving the north Texas area. We are a walk-in urgent care clinic that prides itself in excellent care and community involvement.

Our Cross Roads location serves Cross Roads, Krugerville, Aubrey, Pilot Point, Celina, Little Elm, North Denton, and many of the towns in the North Collin county area. We are located on Hwy 380 in front of Walmart next to Whataburger.

Our Haslet location serves Haslet, Saginaw, Keller, Roanoke, Justin, Trophy Club, Northlake and the surrounding areas. We are located off of FM 156 across from Community Park and next to Radiant Dental Care.

Our Melissa location serves North McKinney, Melissa, Anna, Princeton, Bonham, Van Alstyne, Blue Ridge, Trenton, and many of the towns in the North Collin county area. Next to Pizza Hut and Melissa Family Dental, just north of Melissa City Hall.

Our Princeton location serves Princeton, Farmersville, Copeville, East McKinney, Lowry Crossing, New Hope, Merit and the surrounding areas. We are located off of Hwy 380 across from Walmart and next to Starbucks.

Our Prosper location serves Frisco, McKinney, Celina, Weston, Gunter, Little Elm, Aubrey, Pilot Point, Krugerville, Oak Point, Providence Village, Little Elm, Marilee and many of the towns in the North Collin County area. We are located on N Preston Rd (289) next to Prosper Pharmacy.

Our South Arlington location serves Kennedale, Arlington, Mansfield, Forest Hill, Everman, Rendon, Crowley, and many of the towns in south Tarrant County. We are on the Sublett road exit off of US Highway 287 (next exit south of Interstate 20) next to Albertsons.

Our Wichita Falls location serves Wichita Falls and the surrounding cities, including those in southern Oklahoma. We are happy to serve local cities and communities such as Burkburnett, Henrietta, Electra, Iowa Park, Holliday, Lakeside City, Archer City, Bowie and more.
Operation Details

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

Operation Number: 1630437
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Tiny Tigers Child Care
Location Address: 619 LITTLE SCHOOL RD KENNEDALE, TX 76060
Mailing Address: 619 LITTLE SCHOOL RD KENNEDALE, TX 76060
Phone Number: 817-672-5855
County: TARRANT
Website Address: 
Email Address: tinytiger.childcare@gmail.com
Administrator/Director Name: Curtisha Dupree
Type of Issuance: Full Permit
Issuance Date: 2/17/2017
Permit Renewal Due By Date: 2/17/2021
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 47
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Number Of Admin Penalties: 0
Corrective Action: No
Adverse Action: No
Temporarily Closed: No

Three Year Inspection Summary
- Inspectors routinely monitor compliance with Licensing standards, rules and law. At a minimum, licensed and certified operations are inspected at least once a year; Registered Child Care Homes are inspected at least once every two years, Listed Family Homes are inspected only if there is a report of abuse/neglect or if we receive a report that the home is caring for too many children.
- When operations have serious deficiencies or a significant number of deficiencies, repeat deficiencies, or fail to make corrections timely, they are inspected more frequently by licensing staff, to ensure the health and safety of children in care.
- In the last three years, Licensing conducted the following:
  - 15 Inspections
  - 0 Assessments
  - 3 Self Reported Incidents
  - 1 Reports

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

Three Year Compliance Summary
- During the last three years, 4011 standards were evaluated for compliance at this operation.
- Of the standards evaluated 8 deficiencies were cited.

Click on the number of deficiencies to see additional details.
- Each standard is assigned a weight. The weight ensures all inspectors consider standard violations in the same way, and represents the potential impact a deficiency might have on children. Review the inspection reports to learn more about each citation. It's important to remember, weights are not assigned to an individual operation, inspection, or circumstance and are not intended to result in a ranking of operations or score.
- The weights of the standard deficiencies cited in the past three years are as follows:
  - 1 was weighted as High
  - 5 were weighted as Medium - High
  - 2 were weighted as Medium
  - 0 were weighted as Medium - Low
  - 0 were weighted as Low

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

### Community Center

**Subfacility of Library**

**Admission Fee**
Please see pricing information below.

**Max Occupancy**
107

**Features**
- Kitchen: sink, microwave, refrigerator
- Public Restrooms
- Table & Chair Rentals

NOTE: There is a $100.00 minimum rental charge for this facility.

If you'd like to reserve this facility for a private event, please visit the Kennedale Library at 316 W 3rd Street. Library staff handles all facility reservations. If you have a question about rentals, you may call 817-985-2136. However, rental reservations cannot be taken over the phone.

**Current rental rates for all facilities can be found in the Schedule of Fees.**

**Reservation Policies**
- Reservations can only be made in-person at the Library (316 W Third St.)
- Reservations cannot be accepted more than ninety (90) days in advance
- Reservations for recurring events will not be accepted (e.g., you cannot reserve the Community Center every Sunday in March at 2:00 p.m.)
- Reservations must be made at least two business days in advance; day-of reservations will not be accepted
- Payment must be received within two business days; if a request is unpaid at 5:00 p.m. on the second business day after being made, it will be denied

Please reserve in-person at the library. Reservations are not taken over the phone or online.

1. Download the [Facility Rental Policy](#).
2. Complete and return with payment to the Kennedale Public Library at 316 W Third St.

**Community Center**
316 W Third St
Kennedale, TX 76060

**Contact**
library@cityofkennedale.com
817-985-2136

**Hours**

<table>
<thead>
<tr>
<th>Day</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mon</td>
<td>Closed</td>
</tr>
<tr>
<td>Tue</td>
<td>8:00 AM — 11:59 PM</td>
</tr>
<tr>
<td>Wed</td>
<td>8:00 AM — 11:59 PM</td>
</tr>
<tr>
<td>Thu</td>
<td>8:00 AM — 11:59 PM</td>
</tr>
<tr>
<td>Fri</td>
<td>8:00 AM — 11:59 PM</td>
</tr>
<tr>
<td>Sat</td>
<td>8:00 AM — 11:59 PM</td>
</tr>
<tr>
<td>Sun</td>
<td>Closed</td>
</tr>
</tbody>
</table>

**Other** Available hours are subject to change. Elections, city meetings, and other city business have priority.

**Rating**
This facility has not yet been rated.

### Availability

<table>
<thead>
<tr>
<th>Sun 2/3</th>
<th>Mon 2/4</th>
<th>Tue 2/5</th>
<th>Wed 2/6</th>
<th>Thu 2/7</th>
<th>Fri 2/8</th>
<th>Sat 2/9</th>
</tr>
</thead>
<tbody>
<tr>
<td>8am</td>
<td>Closed</td>
<td>Closed</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Event</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>
</tr>
<tr>
<td>10am</td>
<td>Babygarten</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11am</td>
<td>Storytime</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12pm</td>
<td>ECI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1pm</td>
<td>ECI</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7pm</td>
<td>Theatre in the park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8pm</td>
<td>Theatre in the park</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Sonora Park

At 22 acres, Sonora is the largest and most popular park in Kennedale. It's located just south of TownCenter, and the pavilion overlooking the pond is the perfect place for birthday parties and picnics. There are picnic tables and benches throughout the park, barbecue grills, a bird habitat, wooded areas, grassy hills, water fowl, a fishing pier, and paved pathways and nature trails.

Sonora also houses the ballfields, a splash pad, a nine-hole disc golf course, horseshoe pits, and playground equipment. This park also has permanent restroom facilities.

For information about reserving the pavilion or ballfields, please click here or stop by the Library (316 W 3rd).
<table>
<thead>
<tr>
<th>Time</th>
<th>Monday 2/5</th>
<th>Tuesday 2/6</th>
<th>Wednesday 2/7</th>
<th>Thursday 2/8</th>
<th>Friday 2/8</th>
<th>Saturday 2/9</th>
</tr>
</thead>
<tbody>
<tr>
<td>10am</td>
<td>10:00a - 9:00p</td>
<td>KYA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11am</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1pm</td>
<td>1:00p - 3:00p</td>
<td>Efren Castro</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8pm</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
I invite you to join First Kennedale in weekly worship, study and praise of God. Our church family w...

Worship with First Kennedale
Duration varies • Price varies
Join the church family here at First Kennedale for Sunday Worship and a Biblical Message from Dr. Rev. Nelda Barrette Murraine at 11:00 am ~ Noon

Wed. Afternoon Study
Duration varies • Price varies
Led by: Pastor Nelda Barrett Murraine
2:00 pm Also broadcast LIVE VIA facebook for any who can't make it in person.

Wed. Dinner Stewards
Duration varies • Price varies
Served By: Kathy Harris & Esta Dunham

Wed. Night Holy Kids Bible Study
Duration varies • Price varies
4th Grade and Under
Led by: Katy Griffith & Dolores Smith
6:00 pm Dinner
6:30 pm Bible Study... More

Wed. Night Seekers Bible Study
Duration varies • Price varies
5th & 6th Grades
Led by: Larry Smith & Laurie Sanders
6:00 pm Dinner
6:30 pm Bible Study
Soup Kitchen Kennedale
2 hours • FREE ~ Donations accepted

EVERY Tuesday 5:00 pm ~ it doesn't matter if you are homeless, young, old, adult or child... if you are in need or you feel like you need to help others... If you have or don't have...If you need a friend or want to be a friend... Join us on Tuesday Nights at 5:00 pm as we break bread together and all giv... More

The Mission Store/Food Pantry
Duration varies • Price varies

Who doesn't LOVE bargains? Come shop the Mission Thrift Store every Thurs. - Sat. 10:00 am - 2:00 pm. Money made goes 100% to Missions! Kennedale Residents in need of food 2nd & 4th Tues. 2:00 - 5:00pm

Wed. Choir Practice
1 hour • Price varies
Led by: Sharon Bovee
7:30 pm
Everyone is welcome!

Quilt Connection
Duration varies • Price varies

Wed. Nights 6:30 - 8:00 pm
Thurs. 10:00 am Come Learn to Quilt

Laurie Sanders ~ Church Secretary
Duration varies • Price varies

Church Office Hrs
Tuesday 10:00 am - 2:00 pm
Wednesday 10:00 am - 2:00 pm
817-478-5811
Programs

Home-Delivered Meals | Case Management | Client Services | Friend to Friend | Supplemental Food | Errands | Companion Pet Meals | Nutrition

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

Home-Delivered Meals

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

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

- Current breakfast menu
- Current lunch menu
- Communities Served
- Refer/Become a Client
- Donate to the Home-Delivered Meals program
- Nutrition Information
- Diet Prescription Information
- FAQ
Case Management

Each client and prospective client is assigned to a professional case manager who assesses the client's needs, coordinates other needed services, and advocates for the client with other agencies. All clients are re-certified for the program on an annual basis. The case manager is also the client's link to accessing and receiving other services within the community.

Our first priority is always providing a nourishing noon meal, but the case managers also determine if clients need additional meals or other services that we can provide or coordinate with other service providers. We see every client in their home at least three times per year.

We assist clients with fans, air conditioners, and heaters. We process applications that allow low-income clients to occasionally have their utility bills paid. We arrange for our clients to borrow, indefinitely and at no cost, equipment such as walkers, commode chairs, and bath rails. We check on clients when we are concerned about their safety. Our case managers help to greatly improve the quality of our clients' lives, allowing them to live in their own homes for as long as possible.

Client Services

Through our Client Services program, we are able to provide support to homebound elderly and disabled meal recipient who need assistance with minor home repairs and safety issues that will help to keep them at home in a safe and healthy environment. This program is considered a “last resort” resource when the client desperately needs something and has no other resources available.

Our first priority is always providing a nourishing noon meal, but each client's case manager also determines if other services are needed that we can coordinate or arrange. Clients are visited in their home so that case managers can assess their environment and ability to live independently. The case managers ask questions related to activities of daily living, nutrition, and physical and mental well being along with what resources (financial and family) clients have available to help them.

Client Services assistance is specific; therefore, once an item is provided, the client's level of impairment is immediately improved. Case managers continue to evaluate each client on a regular basis to determine if there are any additional needs.
This program is partially funded by local businesses that provide assistance with minor plumbing, electrical, roofing, tree trimming, home repairs, and other tasks on a pro-bono basis. We also use specific donations from the public and local businesses to purchase, deliver, and install fans, air conditioners, walkers, wheelchairs, blankets, supplemental food, adult incontinence supplies, lap pads, microwave ovens, hand-held grabbers, house slippers, toiletries, etc.

We search out and coordinate with every program available to ensure that existing resources are used first. This process is like a maze to our clients, so our help gets them what they need much quicker and possibly in a safer way.

Friend to Friend Program

The Friend to Friend program is designed to help combat the loneliness and isolation of our homebound clients. Volunteers are encouraged to build friendships with lonely clients by making weekly in-home or telephone visits. Many of our clients have no visitors except for the person who delivers their meal each day. As a society, we tend to ignore our most seasoned members. These individuals have been productive members of society for many years and have interesting stories and experiences to share with anyone who will take the time to listen.

You can enhance someone's life by simply being a friend to an elderly or disabled person who may have no other visitors. At first, you can talk about the weather, a good book, or current events. The great thing about friendship is that these conversations will develop and become more meaningful to both you and the client. We have had numerous volunteers tell us that they get more out of the friendship than they could ever hope to give the client. Plus, your weekly visit gives us one more set of eyes to check on the well-being of our clients. If you notice a change in the client's health or behavior, you can alert Meals On Wheels so that we can follow up with the client. These additional safety checks give everyone involved an added peace of mind.

To ensure the safety of our clients, each Friend to Friend volunteer must pass a short background check. After that, we will bring you in for an orientation, match you with one of our clients needing a friend, and when the time comes, go with you to introduce you to your new friend. We require a 6-month commitment for this program, but the great news is you can do this on your own timeline.

For more information on this program or to become a volunteer, contact Sarah Drew-Watson via email or by calling 817-258-6426.

Supplemental Food

Food supplied by local food banks and church pantries is distributed to meal recipients who need more food assistance than can be delivered through the daily meal program. For more information or to donate food pantry items, contact Randee at randee@mealsonwheels.org or 817-258-6421.

Errands Program
Volunteers are matched with clients who need someone to shop for groceries, prescriptions, or other items on their behalf. For more information or to volunteer, contact Randee at randee@mealsonwheels.org or 817-258-6421.

Companion Pet Meals

Years ago, we learned that an alarming number of our elderly and disabled clients were not eating all of their nutritious meal, but actually sharing it with their pets! This is a real problem for clients who live on a minimal income and desperately need the full nutritional benefits of our meals, not to mention the fact that our meals are not always healthy for the pets. Clients who have difficulty adequately feeding their cat or dog may receive supplemental pet food for up to two pets at no charge. For more information or to volunteer, contact Randee at randee@mealsonwheels.org or 817-258-6421.

Nutrition Programs

These programs are designed to help clients with specific nutrition needs. They are partially funded by United Way of Tarrant County and carried out by our dietitians.

HAIL – Healthy Aging and Independent Living

Through our HAIL program, we aim to keep people healthy at home and reduce preventable hospitalizations and emergency room visits, ultimately saving valuable taxpayer dollars. Clients must be age 35 years or older and have either a diagnosis of diabetes or be at risk of developing diabetes, or be at increased nutritional risk.

Goals with projected outcomes:

- Reduce hospitalizations and emergency room visits by 10% or more for six months after intervention compared with six months before intervention
- Enhance health status and capacity for self-care
- Meet behavioral change goals
- Report greater confidence in dealing with their health issue(s)

Public benefit – based on four of the diseases found most often in our clients, the average cost of hospitalization in Tarrant County is $27,000. Independent program evaluators found a 42% reduction in hospital stays among program participants, potentially saving Tarrant County taxpayers millions of dollars annually.

To learn more about the HAIL program, contact us at 817-258-6427 or via email at mailto:nutrition@mealsonwheels.org
HomeMeds – Medication Management

The HomeMeds program was established to prevent falls and hospitalization due to medication errors and adverse drug effects among older adults. The risk for severe reactions and interactions, medication errors, and medication duplications are found at an alarming rate among the senior population. Through this program, we are able to save lives and health care dollars by identifying serious drug reactions and help eliminate the need for our clients to visit hospitals because of problems with their medication.

All prescriptions, vitamins, and herbal supplements are reviewed to identify any medication errors or adverse drug effects. These findings are then discussed with the client. This program is especially beneficial to people who:

- Go to multiple doctors or pharmacies
- Take over-the-counter medications
- Have experienced falls, dizziness or confusion
- Have recently been to the hospital
- Feel overwhelmed with obtaining or taking their medications

To learn more about the HomeMeds program, contact us at 817-258-6427 or via email at nutrition@mealsonwheels.org

▲ Back to Top
ARLINGTON, TX (MANSFIELD CARDINAL RD / SWINEY HIETT RD) CRIME

67 Vital Statistics. 0 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

**TOTAL CRIME INDEX**

43

(100 is safest)

Safer than 43% of U.S. neighborhoods.

**NEIGHBORHOOD ANNUAL CRIMES**

<table>
<thead>
<tr>
<th></th>
<th>VIOLENT</th>
<th>PROPERTY</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Crimes</td>
<td>25</td>
<td>214</td>
<td>239</td>
</tr>
<tr>
<td>Crime Rate (per 1,000 residents)</td>
<td>3.00</td>
<td>25.67</td>
<td>28.67</td>
</tr>
</tbody>
</table>

**NEIGHBORHOOD VIOLENT CRIME**

**VIOLENT CRIME INDEX**

45

(100 is safest)

Safer than 45% 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>22</td>
<td>24</td>
<td>46</td>
<td>50</td>
</tr>
</tbody>
</table>

100 is safest

100 is safest

100 is safest

100 is safest

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

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

1 IN 333 in Mansfield Cardinal Rd / Swiney Hiett Rd

1 IN 179 in Arlington

1 IN 230 in Texas
Supporting Documents:
Underserved Area
Hammack Creek Apartments
Underserved Area

This application qualifies for 3 points for Underserved Area under the following subsection:

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

This application is located in Census tract 4843911404. According the HTC property inventory, this tract does not have an existing HTC allocation.

Source: US Census
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Proximity to Urban Core

NA
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Concerted Revitalization Plan

CRP Packet is uploaded along with but separate from this Application
This Tab is Not Applicable
Supporting Documents:
Declared Disaster Area
# 2019 Declared Disaster Areas

Counties Eligible under §11.9(d)(3) of the 2019 QAP

as of November 5, 2018

<table>
<thead>
<tr>
<th>County</th>
<th>County</th>
<th>County</th>
<th>County</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrews</td>
<td>Cottle</td>
<td>Haskell</td>
<td>Lubbock</td>
<td>San Patricio</td>
</tr>
<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>Bell</td>
<td>Edwards</td>
<td>Jackson</td>
<td>Milam</td>
<td>Swisher</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>Ochiltree</td>
<td>Van Zandt</td>
</tr>
<tr>
<td>Burnet</td>
<td>Gaines</td>
<td>Kerr</td>
<td>Oldham</td>
<td>Victoria</td>
</tr>
<tr>
<td>Caldwell</td>
<td>Galveston</td>
<td>Kimble</td>
<td>Orange</td>
<td>Walker</td>
</tr>
<tr>
<td>Calhoun</td>
<td>Garza</td>
<td>King</td>
<td>Palo Pinto</td>
<td>Waller</td>
</tr>
<tr>
<td>Callahan</td>
<td>Gillespie</td>
<td>Kinney</td>
<td>Parker</td>
<td>Washington</td>
</tr>
<tr>
<td>Cameron</td>
<td>Glasscock</td>
<td>Kleberg</td>
<td>Parmer</td>
<td>Webb</td>
</tr>
<tr>
<td>Carson</td>
<td>Goliad</td>
<td>Knox</td>
<td>Polk</td>
<td>Wharton</td>
</tr>
<tr>
<td>Castro</td>
<td>Gonzales</td>
<td>La Salle</td>
<td>Potter</td>
<td>Wheeler</td>
</tr>
<tr>
<td>Chambers</td>
<td>Gray</td>
<td>Lampasas</td>
<td>Rains</td>
<td>Wilbarger</td>
</tr>
<tr>
<td>Childress</td>
<td>Grimes</td>
<td>Lavaca</td>
<td>Randall</td>
<td>Willacy</td>
</tr>
<tr>
<td>Cochran</td>
<td>Guadalupe</td>
<td>Lee</td>
<td>Real</td>
<td>Williamson</td>
</tr>
<tr>
<td>Coke</td>
<td>Hall</td>
<td>Leon</td>
<td>Refugio</td>
<td>Wilson</td>
</tr>
<tr>
<td>Coleman</td>
<td>Hamilton</td>
<td>Liberty</td>
<td>Roberts</td>
<td>Winkler</td>
</tr>
<tr>
<td>Collingsworth</td>
<td>Hansford</td>
<td>Limestone</td>
<td>Robertson</td>
<td>Yoakum</td>
</tr>
<tr>
<td>Colorado</td>
<td>Hardeman</td>
<td>Lipscomb</td>
<td>Runnels</td>
<td>Young</td>
</tr>
<tr>
<td>Comal</td>
<td>Hardin</td>
<td>Live Oak</td>
<td>Sabine</td>
<td>Zapata</td>
</tr>
<tr>
<td>Comanche</td>
<td>Harris</td>
<td>Llano</td>
<td>San Augustine</td>
<td>Zavala</td>
</tr>
<tr>
<td>Coryell</td>
<td>Hartley</td>
<td>Loving</td>
<td>San Jacinto</td>
<td></td>
</tr>
</tbody>
</table>
Supporting Documents:
Readiness to Proceed
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 11

Site Information Form
Part III
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>7.964</td>
<td>7.964</td>
<td>NA</td>
<td>15.76</td>
</tr>
</tbody>
</table>

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

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

ESA is for a larger parcel. Applicant has larger parcel under contract and 7.964 acres will be for the HTC application.

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>
</tr>
</thead>
<tbody>
<tr>
<td>Mark J. Doskocil and Larry Walther</td>
<td>Mark J. Doskocil and Larry Walther</td>
<td>4408 Barnett Blvd</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arlington</td>
<td>TX</td>
<td>76017</td>
<td>7/23/2014</td>
</tr>
</tbody>
</table>

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

If "Yes," please explain: NA

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

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</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: 9/1/2019

Anticipated Closing Date: 9/1/2019

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

3. **Ingress/Egress and Easements (9% and 4% HTC Only) [10 TAC §11.204(10)(D)]**

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

- [ ] Evidence of an easement, leasehold, or similar documented access; and
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†
  †Rehabilitation Developments located in a QCT with 20 percent or greater Housing Tax Credit Units per total households are eligible to qualify for the boost and are not required to obtain such a resolution from the Governing Body.
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (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)
- 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 located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)

If a revised form is submitted, date of submission: [_______]
2019 HTC Full Application

Part 2 Tab 12

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

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

Ingress/Egress and Easements
- [ ] Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

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

List of Opportunity Zones can be found at:

https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx
2019 HTC
Full Application

Part 2 Tab 12

Supporting Documents:
Site Control
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: OM Housing, LLC
Address: 5033 Brookview Drive, Dallas, Texas 75220
Phone: 214.432.7610 Fax: 214.594.9753
E-mail: dsulakhe@omhousing.com

Buyer: KD Hammack Creek Housing, LP
Address: 5033 Brookview Drive, Dallas, Texas 75220
Phone: 214.432.7610 Fax: 214.594.9753
E-mail: asulakhe@omhousing.com

2. PROPERTY:

A. "Property" means that real property situated in Tarrant County, Texas at 133 E. Kennedale Pkwy, and 345 & 337 Kennedale Sublet Rd., Kennedale, TX (address) and that is legally described on the attached Exhibit A or as follows:

Approximately 7.964 Acres out of combined 7.764 Acres 113 E. Kennedale PKWY and 8.021 Acres J.B. Renfro Survey Abstract NO. 1260 Tracts 1&2. Generally identified in Exhibit A.

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.)

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 ................................................ $1,600,000.00

(2) Sum of all financing described in Paragraph 4 ........................................ $

(3) Sales price (sum of 3A(1) and 3A(2)) ................................................... $1,600,000.00
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 $________________ per:

☐ (i) square foot of ☐ total area  ☐ net area.

☐ (ii) acre of ☐ total area  ☐ 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) __________________________ _

(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 30 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 $___________________.

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.

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum, Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $___________________.

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum in the amount of $___________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $500.00 as earnest money with Stewart Title, Carol Erik

(escrow agent) at 17304 Preston Road, Suite 110, Dallas TX

______________________________ (address). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money and may exercise Seller's remedies under Paragraph 15.

B. Buyer will deposit an additional amount of $__________________ with the escrow agent 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 & Exhibit B.

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 escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to 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 Title 365 _______________________________ (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 ☒ Seller.

(3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6C.

(4) Within 15 __ days after the effective date, Seller will furnish Buyer a commitment for 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 120 __ 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 Texas Society of Professional Surveyors’ standards for a Category 1A survey under the appropriate condition.

☐ (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 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 existing survey of the Property dated __________________ along with an affidavit required by the title company for approval of the survey. If the survey is not acceptable to the title company, Seller, at Seller’s expense, will obtain a survey acceptable to the title company and deliver the acceptable survey to the Buyer and the title company within 15 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 15 days if necessary for Seller to deliver an acceptable survey within the time required.

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

(1) Within 30 __ days after Buyer receives 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 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 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:

Items in Section 6.C. (see Addendum A)

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $100.00 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 escrow agent. 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 timely deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller $____________________ 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 timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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 15 days after the effective date, Seller will deliver to Buyer:

- (a) copies of all current 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) all communication and/or agreements with public agencies pertaining to the property

(h) Geotech & Environmental reports, engineering studies, flood plain maps and any other study/report pertaining to the subject 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 and all copies that Buyer made of those items; and (b) deliver 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: Seller shall retain all funds from short term leases until closing of property.

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 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 ______ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than ____________________ by each tenant that leases space in the Property. The estoppel certificates must state:
133 E. Kennedale Pkwy, and 345 & 337 Kennedale Sublet Rd., Kennedale, T
Commercial Contract - Unimproved Property Concerning

(1) that no default exists under the lease by the landlord or tenant as of the date the estoppel certificate is signed;
(2) the amount of the scheduled rents to be paid through the end of the lease and any rental payments that have been paid in advance;
(3) the amount of any security deposit;
(4) the amount of any offsets tenant is entitled against rent;
(5) the expiration date of the lease;
(6) a description of any renewal options; and
(7) ____________________________________________

9. BROKERS:
A. The brokers to this sale are:

Cooperating Broker License No. Principal Broker License No.
Address ____________________________ Address ____________________________
Phone ____________________________ Fax ____________________________
Phone ____________________________ Fax ____________________________
E-mail: ____________________________ E-mail: ____________________________
Cooperating Broker represents buyer. Principal Broker: (Check only one box.)
☐ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

B. Fees. (Check only one box.)
☐ (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:

Cooperating Broker a total cash fee of:
☐ % of the sales price.
☐ % of the sales price.

Principal Broker a total cash fee of:
☐ % of the sales price.
☐ % of the sales price.

The cash fees will be paid in ____________________________ County, Texas. Seller authorizes escrow agent to pay the brokers from the Seller’s proceeds at closing.

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 closing of the sale will be on or before 30 days after the expiration of the feasibility period and subject to extensions provided in section 12 or within 7 days after objections made under Paragraph 6C have been cured or waived, whichever date is later (the closing date).

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

(TAR-1802) 10-18-05 Initialed for Identification by Buyer and Seller Page 6 of 12

Produced with ZipForm™ by RE FormsNet, LLC 18028 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com Casa de Espera
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. with no 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 escrow agent stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the escrow agent to: (i) withhold from Seller’s proceeds an amount sufficient to comply 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 escrow agent;
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, 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: (Identify exhibit if special provisions are contained in an attachment.)

Attached hereto as Addendum A and Exhibit B.
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 changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller 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 may:
   (1) terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract; or
   (2) enforce specific performance; or seek other relief as may be provided by law, or both.
B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey, or commitment, Buyer may:
   (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as the 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 15B, 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, thereby releasing the parties from this contract; 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 any escrow agent 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.
   B. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties:
   C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 15 days after the date escrow agent sent the demand to the other party, escrow agent 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 escrow agent may pay the same to the creditors.
   D. Escrow agent will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
   E. If escrow agent complies with this Paragraph 18, each party hereby releases escrow agent from all claims related to the disbursement of the earnest money:
   F. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.

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 Property Condition Statement.
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. Seller also consents to receive any notices by e-mail at Seller’s e-mail address stated in Paragraph 1.
☐ B. Buyer also consents to receive any notices by e-mail at Buyer’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.

B. This contract is to be construed in accordance with the laws of the State of Texas.

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

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

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

☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum;
☐ (3) Commercial Property Condition Statement;
☐ (4) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (5) Addendum for Coastal Area Property;
☐ (6) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
☐ (7) Addendum A & Exhibit B

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)
F. 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 escrow agent 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.

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.

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. Selection of inspectors and repairmen is the responsibility of Buyer and not the brokers.

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.

Buyer: OM Housing, LLC
By: __________________________
Printed Name: Deepak P. Sulakhe
Title: President / CEO

Seller: KD Hammack Creek Holdings, LP
By: __________________________
Printed Name: Deepak P. Sulakhe
Title: Member

AGREEMENT BETWEEN BROKERS

Principal Broker agrees to pay (Cooperating Broker) a fee of $_________ or __________% of the sales price when the Principal Broker’s fee is received. Escrow agent 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.

Cooperating Broker
By: __________________________

Principal Broker
By: __________________________

ATTORNEYS

Buyer’s attorney is: Fielder Nelms
Name: Fielder Nelms
Address: Smith, Stern, Friedman & Nelms, P.C.
14160 Dallas Parkway, Suite 800, Dallas, TX 75254
Phone & Fax: 214-739-0606 / Fax: 214-739-0608
E-mail: fnelms@ssfnlaw.com
Buyer’s attorney requests copies of documents, notices, and other information:
☑ the title company sends to Buyer.
☐ Seller sends to Buyer.

Seller’s attorney is:
Name:
Address:
Phone & Fax:
E-mail:
Seller’s attorney requests copies of documents, notices, and other information:
☐ the title company sends to Seller.
☑ Buyer sends to Seller.

ESCROW RECEIPT

Escrow agent acknowledges receipt of:
☐ A. the contract on this day __February 28, 2019__ (effective date);
☐ B. earnest money in the amount of $_________ in the form of ____________
on ________________________

Escrow Agent: Stewart Title Company
By: __________________________

Carol Erick
E-mail: Carol.Erick@Stewart.com
ADDENDUM A
TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS ADDENDUM A TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY is attached to, and made a part of, that Commercial Contract - Unimproved Property (the "Contract") executed by KD Hammack Creek Housing, LP, a to be formed Texas limited partnership (together with its successors and/or assigns, "Buyer"); and OM Housing, LLC, a Texas limited liability Company (together with its successors and/or assigns, "Seller") (Buyer and Seller are collectively referred to as the "Parties", and each a "Party"). In the event the terms of this Addendum A conflict with the terms of the Contract, the terms of this Addendum A shall control. All references to the terms "contract" in the Contract shall mean the Contract as amended by this Addendum A.

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

1. **Feasibility Period.** Paragraph 7.B is hereby deleted in its entirety and replaced with the following:

   "Buyer may terminate this contract for any reason on or before August 1st, 2019 (Feasibility Period) by providing Seller written notice of Termination (Check only one box)."

2. **Inspections.** Paragraph 7.C(1) is hereby amended by adding the following thereto:

   "Such inspections, studies and assessments may include, without limitation, one or more environmental site assessments, including without limitation, borings and other physical samplings."

3. **Leases.** Paragraph 8 is hereby deleted in its entirety and replaced with the following:

   "Notwithstanding anything to the contrary set forth in this contract, Seller represents and warrants to Buyer that (a) there are no outstanding written or oral leases in any way affecting the Property, (b) no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract or otherwise) that may prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Property at closing, and (c) Seller shall not enter into any new lease with respect to the Property during the pendency of this contract without Buyer's prior written consent, which may be given or withheld by Buyer in Buyer's sole and absolute discretion." This shall not apply to any mineral lease contracts. Minerals are not being conveyed.

4. **Closing.** Paragraph 10 is hereby amended by adding the following:

   "Extensions. Buyer shall have the right to extend the closing date for one (1) additional periods (1) from August 1st, 2019 to September 1st 2019. Buyer must request the extension period by delivering (a) written notice thereof to Buyer, and (b) a $500.00 Extension Payment to escrow agent, prior to the expiration of the feasibility period. The Extension Payments shall be applicable to the purchase price at closing (see Exhibit B)."

Buyer: [Signature]  Seller: [Signature]
5. **Rollback Taxes.** Paragraph 14.B is hereby deleted and replaced with the following:

"Rollback Taxes. If the sale contemplated hereby, a change in the use of the Property, or denial of any special use valuation of the Property would result in the assessment after the closing of additional taxes and interest applicable to the period of time before the closing ("Rollback Taxes"), then Seller shall give a credit to Buyer at the closing for 100% of the amount of the Rollback Taxes (including interest and penalties) that may be assessed after the closing as reasonably estimated by the title company, and Buyer shall be responsible for the payment of the Rollback Taxes (including interest and penalties) if and when assessed after the closing. There will be no subsequent adjustment notwithstanding whether the actual Rollback Taxes assessed after the closing differ from the estimate used at the closing. If any Rollback Taxes are due before the closing due to Seller's change in use of the Property or a denial of a special use valuation of the Property, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the closing."

6. **Default.** Paragraph 15.B(1) is hereby deleted and replaced with the following:

"(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7.B(1), together with Seller's reimbursement of Buyer's reasonable out-of-pocket expenses incurred in connection with its due diligence inspection of the Property, as Buyer's sole remedy; or"

7. **Material Facts.** Paragraph 19.B is hereby amended by adding the following:

"(11) any proposed special assessments or condemnation; pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel; and

(12) any existing or proposed plans to widen, modify or realign any street adjoining or adjacent to the Property, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

Seller shall fully disclose to Buyer, promptly upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the closing date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the closing and delivery of the Deed."

8. **Notices.** Paragraph 20 is hereby amended by adding the following:

"Notices sent by facsimile and/or e-mail shall not be effective until the sending party receives confirmation that the notice has been received by the receiving party."

9. **Feasibility Period.** Subject to the terms of Paragraph 7.B(1) of the Contract, the earnest money shall be disbursed by escrow agent to Buyer if Buyer gives written
notice to escrow agent on or before the end of the feasibility period, stating that Buyer has terminated the Contract. Such notice by Buyer shall be conclusive evidence of Buyer's right to receive the earnest money. Seller and Buyer irrevocable instruct escrow agent to disburse the earnest money to Buyer upon receipt of said notice, without any other written authorization and without further verification of the party entitled to receive the earnest money. Seller and Buyer agree to indemnify and hold escrow agent harmless for making any disbursement in an attempt to comply with the provisions hereof. Escrow Agent may rely upon any document or copy which it believes to be genuine, may assume that the Party executing any document is authorized to do so, and shall not be liable for anything, which it in good faith, may or may not do in connection therewith.

10. **Closing Conditions.** In addition to any other conditions set forth in the Contract, Buyer shall not be obligated to close this transaction and purchase the Property unless each of the following are either timely satisfied or waived by Borrower in writing:

a. **Subdivided.** At or prior to closing, if the Property is part of a larger parcel belonging to Seller, the Property shall be subdivided from the larger parcel and/or platted. Conversely, if Property is part of several smaller parcels belonging to Seller, the Property shall be combined into a single parcel and/or platted.

b. **Utilities.** Prior to closing, Buyer shall have received utility will-serve letters confirming that all necessary utilities are available in sufficient capacity to service the Property for its intended purpose without unusual or extraordinary expense to Buyer other than standard "tap in" fees.

c. **Governmental Approvals.** Prior to closing, Buyer shall have received all necessary and customary governmental approvals necessary for Buyer to develop and operate the Property for its intended purpose, including without limitation, those for utilities, zoning, special uses, building construction, site construction and off-site improvements (such as road widening easements and permits from applicable departments of transportation, and ingress/egress easements), and/or approval of a final site plan for the proposed development along with utility commitments and required capacity for the intended number of units. All such approvals, permits and allocations, and any conditions imposed thereon, must be acceptable to Buyer in its sole discretion.

d. **Zoning.** At closing the Property shall be zoned to permit the development of the Property for Buyer's intended purpose.

In the event that any condition precedent in this Section 10 is not satisfied by the date specified in this Section 10, Buyer shall have the right to terminate the Contract by delivering written notice thereof to Seller, and Buyer shall receive a full and prompt refund of the earnest money (less the independent consideration referenced in Paragraph 7.B(1) of the contract), together with accrued interest thereon, without the need for Seller's consent for its release.

Buyer: 

Seller: 

11. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

a. **No Notices.** Seller has not received any notice of, and to the best of its knowledge there are no (i) proposed special assessments or condemnation; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

b. **Access.** Seller has not received notice of any existing or proposed plans to widen, modify or realign any street adjoining or adjacent to the Property, and the Property has full and free access to and from public highways, streets and roads. Seller has no knowledge of any pending or threatened proceeding by any governmental authority, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

c. **Utility Availability.** Public water, sanitary and storm sewer, electricity, gas, and other required utilities (i) are available to the Property in quantities sufficient for the successful operation of the Property for its intended purpose; (ii) enter the Property through adjoining public streets or, if passing through adjoining private land, do so in accordance with recorded public or private easements; and (iii) are serviced and maintained by the appropriate public or quasi-public entity.

d. **Utility District.** The Property is not situated in a utility or other statutorily created district providing water, sewer, drainage or flood control facilities and services.

e. **Pipelines.** There are no transportation pipelines, including without limitation, pipelines for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, located on, under or within the Property.

f. **Owners' Association.** The Property is not subject to mandatory membership in a property owners' association.

g. **Litigation.** There is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever related to the Property; and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

Seller shall fully disclose to Buyer, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the closing date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the closing and delivery of the Deed.

12. **Plans and Approvals.** Buyer shall have the right to file, at Buyer's expense, any and all applications and plans necessary to obtain building permits, any rezoning or subdivision (or the vacation of any existing subdivision or plat) and/or any other agreement, assurance, approval or permit from any and all governmental authorities having jurisdiction.
over the Property that Buyer deems appropriate in connection with the intended purpose of the Property. Seller agrees to join in the execution of any application required in order to obtain any such agreement, assurance, permit or approval (or file such application individually if the relevant governmental authority shall so require). Seller further agrees to cooperate with Buyer or its nominee in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with and providing information to public and private utilities and governmental and quasi-governmental entities, and otherwise working to obtain the agreements, assurances, approvals and permits required by Buyer or its nominee without additional cost or obligation to Buyer or its nominee.

13. **Survey.** Seller agrees to credit the purchase price in the amount of $5,000, if and only if property closes, at closing to reimburse Buyer for the cost of the survey.

14. **Financing.** Buyer shall have the right to terminate the Contract if Buyer does not secure financing on terms acceptable to Buyer in Buyer's sole and absolute discretion, by delivering written notice thereof to Seller, and Buyer shall receive a full and prompt refund of the earnest money (less the independent consideration referenced in Paragraph 7.B(1) of the Contract), together with accrued interest thereon, without the need for Seller's signature for its release.

15. **Right to Terminate.** Subject to the terms of other terms of the Contract regarding disbursement of the earnest money, Buyer shall have the right to terminate the Contract at any time prior to closing.

16. **Effect of Termination.** The Contract shall be void and of no further force and effect upon any proper termination under the terms of the Contract (other than terms that specifically provide that they survive termination of the Contract).
EXHIBIT A

Legal Description

(to be attached)
LEGAL DESCRIPTION

BEING 7.964 acres of land situated in the J.B. RENFRO SURVEY, ABSTRACT No. 1260, City of Kennedale, Tarrant County, Texas, being a portion of those certain tracts of land described in deed as Tract 1, Tract 5 and Tract 4, to Larry Walker, recorded in Instrument Number D212279455, County Clerk's Records, Tarrant County, Texas, a portion of that certain tract of land described to Larry M. Walker, recorded in Volume 9632, Page 257, Deed Records Tarrant County, Texas, a portion of that certain tract of land described in deed as Tract 1 and Tract 2, recorded in Clerk's File Number D212048882, County Clerk's Records, Tarrant County, Texas, and a portion of those certain tracts of land described in deed to Mark J. Doskocil, recorded in Instrument Number D214158488 and D214158489, County Clerk's Records, Tarrant County, Texas, said 7.964 acres being more particularly described as follows:

COMMENCING at a point on the northwest corner of that certain tract of land described in deed to Mark J. Doskocil, recorded in Clerk's File Number D214158488, County Clerk's Records, Tarrant County, Texas and being the northeast corner of that certain tract of land described in deed to Melvin Uselton and wife, Margaret Uselton, recorded in Volume 5146, Page 182, Deed Records, Tarrant County, Texas, said COMMENCING POINT being (per deed call) S 6°48'32" E, distance of 505.44 feet from the southeast corner of Lot 4-4, Rock 1, CRESTOALE ADDITION, an Addition to the City of Kennedale, Tarrant County, Texas, according to the Plat recorded in Volume 388-12, Page 21, Plat Records, Tarrant County, Texas;

THENCE S 0°45'35" W, along the common line of said Doskocil and Uselton tracts, a distance of 7.64 feet to the POINT OF BEGINNING and most northerly northwest corner of the herein described 7.964 acre tract, said BEGINNING POINT having a State Plane, NAD 83, Zone 402 (Grid) coordinate value of NORTH:6921127.807 and EAST:28622806.596, for reference;

THENCE N 8°40'04" E, leaving said common line, across said Doskocil tract (recorded in D214158488), a distance of 141.10 feet to a point;

THENCE S 0°49'20" E, crossing the common line of said Doskocil tracts (recorded in D214158488 and D214158489), and continuing, in all, a distance of 166.89 feet to a point;

THENCE S 68°22'12" E, across said Doskocil tract (recorded in D214158489), a distance of 59.87 feet to a point;

THENCE, S 21°57'48" W, continuing across said Doskocil tract (recorded in D214158489), a distance of 18.00 feet to a point;

THENCE, S 68°22'12" E, continuing across said Doskocil tract (recorded in D214158489) a distance of 67.01 feet to a point;

THENCE, S 25°29'12" W, continuing across said Doskocil tract (recorded in D214158489), a distance of 28.47 feet to a point;

THENCE, S 6°17'14" E, across said Doskocil tract (recorded in D214158489), a distance of 202.48 feet to a point in the northwesterly line of Kennedale-Suhlett Road, being at the beginning of a curve to the right, whose radius is 605.31 feet and whose long chord bears 36°39'32" W, a chord distance of 180.23 feet;

THENCE along the northwesterly line of said Kennedale-Suhlett Road, as follows:

Along said curve in a southwesterly direction, through a central angle of 17°07'24", an arc distance of 180.90 feet to a point;

S 4°51'13" W, a distance of 440.00 feet to a point at the beginning of a curve to the right, whose radius is 225.04 feet and whose long chord bears 59°40'38" W, a chord distance of 112.30 feet;

Along said curve in a southwesterly direction, through a central angle of 28°53'45", an arc distance of 113.50 feet to a 1/2" iron rod found in the southerly west line of said Doskocil tract (recorded in D214158489) and being the southeast corner of said Larry Walker Tract 2 (recorded in D212048802) for the most southerly corner of the herein described 7.964 acre tract;

THENCE, N 0°55'13" E, along the common line of said Doskocil tract (recorded in D214158489) and said Larry Walker Tract 2 (recorded in D212048802), along the approximate centerline of a creek, a distance of 242.81 feet to a point;

THENCE, N 0°55'13" E, continuing along the common line of said Doskocil tract (recorded in D214158489) and said Larry Walker Tract 2 (recorded in D212048802), continuing along the approximate centerline of said creek, a distance of 111.41 feet to a point;

THENCE, N 0°00'00" W, leaving said common line and the approximate centerline of said creek across said Larry Walker Tract 1 (recorded in D212048802), a distance of 256.37 feet to a point at the beginning of a curve to the right, whose radius is 55.00 feet and whose long chord bears N 64°23'34" W, a chord distance of 67.40 feet;

THENCE along said curve in a southwesterly direction, crossing the common line of said Larry Walker Tract 2 (recorded in D212048802) and said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257), and continuing, in all, through a central angle of 75°54'15", an arc distance of 72.54 feet to a point;

THENCE, S 45°58'27" W, across said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257), a distance of 232.64 feet to a point in the northeasterly line of East Kennedale Parkway (Right-of-Way variances);

THENCE, N 47°29'58" W, along the northerly line of said East Kennedale Parkway, a distance of 38.44 feet to a point;

THENCE, N 46°58'27" W, leaving said northerly line, across said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257), a distance of 229.30 feet to a point at the beginning of a curve to the right, whose radius is 55.00 feet and whose long chord bears N 28°59'16" E, a chord distance of 74.49 feet;

THENCE along said curve in a northeasterly direction, across the common line of said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257) and said Larry Walker Tract 3 (recorded in D212279455), a distance of 256.37 feet to a point in the north end line of said Larry Walker Tract 1 Parcel A, (recorded in D212279455) and being in the south line of said Uselton tract;

THENCE, N 0°35'31" E, across the common line of said Larry Walker Tract 1 Parcel A, (recorded in D212279455) and said Uselton tract, a distance of 69.70 feet to a 1/2" iron rod found at the northeast corner of said Larry Walker Tract 1 Parcel A, (recorded in D212279455) and being the northwest corner of said Larry M. Walker Tract 4 (recorded in D212279455);

THENCE, S 8°34'48" E, along the common line of said Larry Walker Tract 4 (recorded in D212279455) and said Uselton tract, a distance of 149.79 feet to a point at the northeast corner of said Larry Walker Tract 4 (recorded in D212279455) at the southeast corner of said Uselton tract and being in the northeasterly line of said Larry Walker Tract 3 (recorded in D212279455);

THENCE, S 47°27'09" E, along the common line of said Larry Walker Tract 3 (recorded in D212279455) and said Uselton tract, a distance of 221.18 feet to a point at the most northerly corner of said Larry Walker Tract 3 (recorded in D212279455), being the most easterly southeasterly corner of said Uselton trac and being in the approximate centerline of said creek;

THENCE, N 15°38'01" W, along the common line of said Mark J. Doskocil tract (recorded in D214158489) and said Uselton tract, along the approximate centerline of said creek, a distance of 50.67 feet to a point at the northwest corner of said Mark J. Doskocil tract (recorded in D214158489) and being the southwest corner of said Mark J. Doskocil tract (recorded in D214158488);

THENCE N 0°43'55" E, along the common line of said Mark J. Doskocil tract (recorded in D214158488 and said Uselton tract) and along the approximate centerline of said creek, a distance of 92.23 feet to the POINT OF BEGINNING and containing 7.964 acres (346913 square feet) of land, more or less.
### EXHIBIT B
**DELIVERY AND RELEASE OF DEPOSIT AMOUNTS**

<table>
<thead>
<tr>
<th>DATE*</th>
<th>BEGINNING DATE</th>
<th>EXPIRATION DATE</th>
<th>AMOUNT BUYER DELIVERS TO ESCROW</th>
<th>AMOUNT NON-REFUNDABLE TO BUYER (except as otherwise provided in the Contract)</th>
<th>AMOUNT APPLICABLE TO PURCHASE PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>Date Escrow Agent receives fully-executed Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>3 days after the Effective Date</td>
<td></td>
<td>$500 for Feasibility Period</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Feasibility Period</td>
<td></td>
<td>August 1st, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Fee for Extension</td>
<td></td>
<td>August 1st, 2019</td>
<td>$500</td>
<td>$0</td>
<td>Yes</td>
</tr>
<tr>
<td>Extension</td>
<td>August 1st, 2019</td>
<td>September 1st, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Day to Close</td>
<td></td>
<td>September 1st, 2019</td>
<td>If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing; If Closing does not occur, no amount will be delivered</td>
<td>If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing. If Closing does not occur, no amount will be delivered; however, Seller will keep the amounts previously released as set forth above</td>
<td>Yes</td>
</tr>
</tbody>
</table>

* If any of the above dates occur on a weekend or a holiday, the applicable date will move forward to the next available business day.
TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY
USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2014

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: Larry Walther
   Address: P.O. Box 33346 Fort Worth, TX 76162
   Phone: 817-992-6743
   Fax: 
   E-mail: larry.walther@usa.edu

   Buyer: CM Housing, LLC
   Attn: Deepek P. Sulakhe
   Address: 5033 Brookview Drive Dallas, TX 75220
   Phone: (214) 432-9610
   Fax: (214) 594-9753
   E-mail: dsulakhe@cmhousing.com

2. PROPERTY:
   A. "Property" means that real property situated in Tarrant County, Texas at 133 E. Kennedale Pkwy, Kennedale, TX (address) and that is legally described on the attached Exhibit or as follows:
   Approximately 7.764 Acres 113 E. Kennedale Parkway, Kennedale, Tarrant County, Texas

   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 $ 900,000.00
      (2) Sum of all financing described in Paragraph 4 $ 
      (3) Sales price (sum of 3A(1) and 3A(2)) $ 900,000.00

      (TAR-1802) 4-1-14
      Initiated for Identification by Seller and Buyer

Page 1 of 13
Commercial Contract - Unimproved Property concerning 133 E. Kennedale Pkwy, Kennedale, 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 8B.

(a) The sales price is calculated on the basis of $ _____________ per:
☐ (i) square foot of ☐ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ 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) ____________________________

(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 $ ________________.

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 $ ________________.

☐ 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 $ ________________.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 25,000.00 as earnest money with Stewart Title Company, Carol Erick at 17301 Preston Road, Suite 110, Dallas, Texas as earnest money 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) _________

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 $ ________________ 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) _________

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.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

Buyer, at Buyer's expense, shall obtain

(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 ☐ Seller.

(3) Within ☒ 30 ☐ days after the effective date, Seller will furnish Buyer a commitment for 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 ☒ 120 ☐ 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/ACSM 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 ☒ 0 ☐ (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/ACSM 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, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice 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 Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller ☒ 0 ☐ (Insert amount) 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 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 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:

   None. Buyer accepts the property at closing "as-is, where-is, and with all faults."

   (see Section 12 / Addendum A)

B. Feasibility Period: Buyer may terminate this contract for any reason within __________ days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box):

   □ 1. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ _______ of the earnest money 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 independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

   □ 2. Not later than 3 days after the effective date, Buyer must pay Seller $ _______ 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 earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

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.

(TAR-1802) 4-1-14

Initiated for Identification by Seller __________ and Buyer __________
Commercial Contract - Unimproved Property concerning 133 E. Kennedale Pkwy, Kennedale, TX

(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 ______ days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

☐ (a) copies of all current 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) _____________________________________________________________

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (Check all that apply.)

☐ (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; and

☐ (c) deliver 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 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;

(TAR-1802) 4-1-14

Initiated for Identification by Seller and Buyer

Produced with zipForm® by zipLogix 18070 Plaster Mill Road, Fraser, Michigan 48026 www.zip-form.com

Page 5 of 13
Commercial Contract - Unimproved Property concerning 133 E. Kennedale Pkwy, Kennedale, TX

(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 lease assumed or taken subject to under this contract.

B. Estoppel Certificate: Within ______ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than __________ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1909, 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: See paragraph 12.

A. The brokers to this sale are:

Principal Broker: ____________________________________________

Cooperating Broker: _________________________________________

Agent: _____________________________________________________

Agent: _____________________________________________________

Address: ___________________________________________________

Address: ___________________________________________________

Phone & Fax: _______________________________________________

Phone & Fax: _______________________________________________

E-mail: _____________________________________________________

E-mail: _____________________________________________________

License No.: _______________________________________________

License No.: _______________________________________________

Principal Broker: (Check only one box)

☐ represents Seller only.

☐ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

(Complete the Agreement Between Brokers on page 13 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:

☐ ______________ % of the sales price.

Cooperating Broker a total cash fee of:

☐ ______________ % of the sales price.

☐ ______________________________.

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

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.

(TAR-1802) 4-1-14 Initiated for Identification by Seller and Buyer

Page 6 of 13

Produced with zip4office 18020 Fifteen Mile Road, Fraser, Michigan 40028 www.zr4office.com

Untitled
10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) ☐  days after the expiration of the feasibility period.
   ☐ (specific date).
   ☐ 30 days after the expiration of the feasibility period, as same may be extended
   (2) / days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting 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) with no 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 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.

Seller reserves all oil, gas and other minerals but will waive surface rights subject to the rights of others under existing leases.

Buyer shall pay all broker fees owed to any party. Seller is not represented by a broker.

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 changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller 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...

(TAR-1802) 4-1-14

Initiated for Identification by Seller [Signature] and Buyer [Signature]

Page 8 of 13

Produced with zipForm® by zipLogix 10670 Fifteen Mile Road, Frisco, Michigan 48026 www.ziplogix.com

Untitled
Commercial Contract - Unimproved Property concerning 133 E. Kennedale Pkwy, Kennedale, TX

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 any provision of this contract except paragraph 12 of Addendum A, Buyer is in default and Seller, as Seller's sole remedy(ies), 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 7B(3) which Seller may pursue or (Check if applicable)

- 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 estoppel 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 as and 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 15B, 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 as and 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.
Commercial Contract - Unimproved Property concerning 133 E. Kennedale Pkwy, Kennedale, TX

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 disbursal 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 liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney’s fees; and (iv) all costs of suit.

G. ☐ Seller ☒ 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, with no duty of inquiry. (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. Seller also consents to receive any notices by e-mail at Seller’s e-mail address stated in Paragraph 1.
☒ B. Buyer also consents to receive any notices by e-mail at Buyer’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
Commercial Contract - Unimproved Property concerning 133 E. Kennedale Pkwy, Kennedale, TX

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.)

☐ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum (TAR-1931);
☐ (3) Commercial Property Condition Statement (TAR-1408);
☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (6) Addendum for Coastal Area Property (TAR-1915);
☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (8) Information About Brokerage Services (TAR-2501); and
☐ (9) [ ] Addendum .

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

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 receives 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.

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.

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.

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 02-12-2019, 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.

Seller: Larry Walther

By: ____________________________
By (signature): __________________
Printed Name: Larry Walther
Title: ________________
2-28-17

Buyer: CM Housing, LLC

By: ____________________________
By (signature): __________________
Printed Name: Deepak P. Sulakhe
Title: President / CEO

By: ____________________________
By (signature): __________________
Printed Name:___________________
Title: __________________________

(TAR-1802) 4-1-14
Initialed for Identification by Seller __________ and Buyer __________

Page 12 of 13
Produced with zpfornet by zpqLogic 18070 Firestone Road, Fraser, Michigan 48026 www.zpqlogic.com

Untitled
**AGREEMENT BETWEEN BROKERS**

(Only use if Paragraph 9B(1) is effective)

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

- $ ________
- ______% 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: __________________________
Cooperating Broker: __________________________

By: __________________________
By: __________________________

**ATTORNEYS**

Seller's attorney: Robert C. Stroup
Buyer's attorney: Clifford L. Friedman

Address: 2501 Parkview Drive, Suite 210
Address: 14160 Dallas Parkway, Suite 800,
Fort Worth, Texas 76102
Dallas, Texas 75254
Phone & Fax: 817-336-1188/817-336-1194
Phone & Fax: (214)739-0606 / Fax: (214)739-0608
E-mail: robert@dstrouplawfirm.com
E-mail: cfriedman@ssfnlaw.com

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

Buyer's 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 February 28, 2019 (effective date);
- B. earnest money in the amount of $ 35,000.00 in the form of Company Check # 1940 on March 1, 2019 .

Title company: Stewart Title Company
By: Carol Erick
Assigned file number (GF#):

Address: 15950 Dallas Parkway, Suite 100
Dallas, TX 75248
Phone & Fax: 214-473-5414 F. 833-431-4776
E-mail: Carol.Erick@Stewart.com
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Larry Walther ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 7.764 acres of land located at 113 E. Kennedale Parkway, Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Project").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Project for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. **Grant of Option.** Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Project ("Option").

2. **Term of Option.** Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 15th 2019 (Termination Date”). However, if the Kennedale City Council approves a Letter of Support on December 11th 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 (“Early Termination Date”).

3. **Exercise of Option.**

   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").
(b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

(c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

(d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Project as long as the Option Agreement is in effect.

4. Purchase Price. The purchase price for the Property shall be $900,000.00.

5. Time of the Essence. Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. Governing Law and Venue. This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. Successors and Assigns. The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign this Option Agreement without the prior written consent of Optionor.

8. Amendment. This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. Counterparts. This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

Executed to be effective as of the date set forth above.

OPTIONOR

Larry Walther
PO Box 33346
Fort Worth, TX 76162

[Signature]
ADDENDUM A

TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS ADDENDUM A TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY is attached to, and made a part of, that Commercial Contract - Unimproved Property (the "Contract") executed by OM Housing, LLC, a Texas limited liability company (together with its successors and/or assigns, "Buyer"); and Larry Waither (together with his successors and/or assigns, "Seller") (Buyer and Seller are collectively referred to as the "Parties", and each a "Party"). In the event the terms of this Addendum A conflict with the terms of the Contract, the terms of this Addendum A shall control. All references to the terms "contract" in the Contract shall mean the Contract as amended by this Addendum A.

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

1. **Feasibility Period.** The first sentence of Paragraph 7.B is hereby deleted in its entirety and replaced with the following:

   "Buyer may terminate this contract for any reason on or before August 1st, 2019, (Feasibility Period) by providing Seller written notice of Termination (Check only one box)."

   "Extensions. Buyer shall have the right to extend the Feasibility Period for eight (8) additional periods (1) from August 5th, 2019 to January 5th, 2020 and (2) from January 6th, 2020 to April 5th, 2020 of one (1) month each. Buyer must request the first extension by delivering (a) written notice thereof to Seller, and (b) a $25,000 Extension Payment to escrow agent Seller by cashier's check or wire transfer, both prior to the expiration of the Feasibility Period, as it may be extended. Buyer must request the second extension by delivering (a) written notice thereof to Buyer, and (b) a $5,000 Extension Payment to escrow agent, both prior to the expiration of the Feasibility Period. The Earnest Money Extension Payments shall NOT be applicable to the Purchase Price at Closing."

   Subject to the terms of Paragraph 7.B(1) of the Contract, the Earnest Money shall be disbursed by escrow agent to Buyer if Buyer gives written notice to escrow agent on or before the end of the Feasibility Period per Exhibit B, stating that Buyer has terminated the Contract. Such notice by Buyer shall be conclusive evidence of Buyer's right to receive the earnest money. Seller and Buyer may agree to extend the earnest money to Buyer upon receipt of said notice, without any other written authorization and without further verification of the party entitled to receive the earnest money. Seller and Buyer agree to indemnify and hold escrow agent harmless for making any disbursement in an attempt to comply with the provisions hereof. Escrow Agent may rely upon any document or copy which it believes to be genuine, may assume that the party executing any document is authorized to do so, and shall not be liable for anything, which it in good faith, may or may not do in connection herewith.

2. **Inspections.** Paragraph 7.C(1) is hereby amended by adding the following thereto:

   "Such inspections, studies and assessments may include, without limitation, one or more environmental site assessments, including without limitation, borings and other physical samplings."
3. **Leases.** Paragraph 8 is hereby deleted in its entirety and replaced with the following:

"Notwithstanding anything to the contrary set forth in this contract, Seller represents and warrants to Buyer that (a) there are no outstanding written or oral leases in any way affecting the Property, (b) no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract or otherwise) that may prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Property at closing, and (c) Seller shall not enter into any new lease with respect to the Property during the pendency of this contract without Buyer's prior written consent, which may be given or withheld by Buyer in Buyer's sole and absolute discretion." This shall not apply to any mineral lease contracts or conveyances. Minerals are not being conveyed.

4. **NA**

5. **Rollback Taxes.** Paragraph 14.B is hereby deleted and replaced with the following:

"Rollback Taxes: If the sale contemplated hereunder, a change in the use of the Property, or denial of any special use valuation of the Property would result in the assessment after the closing of additional taxes and interest applicable to the period of time before the closing ("Rollback Taxes"), then Seller shall give a credit to Buyer at the closing for 100% of the amount of the Rollback Taxes (including interest and penalties) that may be assessed after the closing as reasonably estimated by the title company, and Buyer shall be responsible for the payment of the Rollback Taxes (including interest and penalties) if and when assessed after the closing. There will be no subsequent adjustment notwithstanding whether the actual Rollback Taxes assessed after the closing differ from the estimate used at the closing. If any Rollback Taxes are due before the closing due to Seller's change in use of the Property or a denial of a special use valuation of the Property, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the closing. "Seller represents that no rollback taxes will be due and owing for periods prior to closing.

6. **Default.** Paragraph 15.C(1) is hereby deleted and replaced with the following:

"(1) terminate this contract and receive the Earnest Money, less any independent consideration under Paragraph 7.B, together with Seller's reimbursement of Buyer's reasonable out of pocket expenses incurred in connection with its due diligence inspection of the Property, as Buyer's sole remedy; or"[deleted]

7. **Material Facts.** Paragraph 19.B is hereby amended by adding the following:

"(11) any proposed special assessments or condemnation; pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel; and

(12) any existing or proposed plans to widen, modify or realign any street adjoining or adjacent to the Property, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

[Signature]
Seller shall fully disclose to Buyer, promptly upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the closing date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the closing and delivery of the Deed.

8. **Notices.** Paragraph 20 is hereby amended by adding the following:

"Notices sent by facsimile and/or e-mail shall not be effective until the sending party receives confirmation that the notice has been received by the receiving party."[deleted]

9. **NA**

10. **Closing Conditions.** In addition to any other conditions set forth in the Contract, Buyer shall not be obligated to close this transaction and purchase the Property unless each of the following are either timely satisfied or waived by Borrower in writing:

   a. **Subdivided.** At or prior to closing, if the Property is part of a larger parcel belonging to Seller, the Property shall be subdivided from the larger parcel and/or platted. Conversely, if Property is part of several smaller parcels belonging to Seller, the Property shall be combined into a single parcel and/or platted.[deleted]

   b. **Utilities.** Prior to closing, Buyer shall have received utility will-serve letters confirming that all necessary utilities are available in sufficient capacity to service the Property for its intended purpose without unusual or extraordinary expense to Buyer other than standard "tap in" fees.

   c. **Governmental Approvals.** Prior to closing, Buyer shall have received all necessary and customary governmental approvals necessary for Buyer to develop and operate the Property for its intended purpose, including without limitation, those for utilities, zoning, special uses, building construction, site construction and off-site improvements (such as road widening easements and permits from applicable departments of transportation, and ingress/egress easements), and/or approval of a final site plan for the proposed development along with utility commitments and required capacity for the intended number of units. All such approvals, permits and allocations, and any conditions imposed thereon, must be acceptable to Buyer in its sole discretion.

   d. **Zoning.** At closing the Property shall be zoned to permit the development of the Property for Buyer's intended purpose.[deleted]

In the event that any condition precedent in this Section 10 is not satisfied by the date specified in this Section 10, Buyer shall have the right to terminate the Contract by delivering written notice thereof to Seller, and Buyer shall receive a full and prompt refund of the earnest money (less the independent consideration referenced in Paragraph 7.B(1) of the contract and not including any Extension Payments made to Seller) in accordance to Exhibit B, together with accrued interest thereon, without the need for Seller's consent for its release.
11. **Seller's Representations and Warranties.** To the best of Seller's actual knowledge, without any duty of inquiry, Seller represents and warrants to Buyer as follows:

a. **No Notices.** Seller has not received any notice of, and to the best of its knowledge and there are no (i) proposed special assessments or condemnation; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

b. **Access.** Seller has not received notice of any existing or proposed plans to widen, modify or realign any street adjoining or adjacent to the Property, and the Property has full and free access to and from public highways, streets and roads. Seller has no knowledge of any There is no pending or threatened proceeding by any governmental authority, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

c. **Utility Availability.** Public water, sanitary and storm sewer, electricity, gas, and other required utilities (i) are available to the Property in quantities sufficient for the successful operation of the Property for its intended purpose; (ii) enter the Property through adjoining public streets or, if passing through adjoining private land, do so in accordance with recorded public or private easements; and (iii) are serviced and maintained by the appropriate public or quasi-public entity.

d. **Utility District.** The Property is not situated in a utility or other statutorily created district providing water, sewer, drainage or flood control facilities and services.

e. **Pipelines.** There are no transportation pipelines, including without limitation, pipelines for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, located on, under or within the Property.

f. **Owners' Association.** The Property is not subject to mandatory membership in a property owners' association.

g. **Litigation.** There is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever related to the Property; and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

Seller shall timely and fully disclose to Buyer, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the closing date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the closing and delivery of the Deed.

12. **Plans and Approvals.** Buyer shall have the right to file, at Buyer’s expense, any and all applications and plans necessary to obtain building permits, any rezoning or subdivision (or the vacation of any existing subdivision or plat) and/or any other agreement, assurance, approval or permit from any and all governmental authorities having jurisdiction over the Property that Buyer deems appropriate in connection with the intended purpose of the
Property. Seller agrees to join in the execution of any application required in order to obtain any such agreement, assurance, permit or approval (or file such application individually if the relevant governmental authority shall so require). Seller further agrees to cooperate with Buyer or its nominee in all respects, including without limitation, attending and giving favorable testimony at any hearings on the petitions or applications, meeting with and providing information to public and private utilities and governmental and quasi-governmental entities, and otherwise working to obtain the agreements, assurances, approvals and permits required by Buyer or its nominee without additional cost or obligation to Buyer or its nominee. NOTWITHSTANDING THE FOREGOING, SELLER SHALL NOT BE REQUIRED TO EXECUTE ANY DOCUMENT REFERRED TO ABOVE OR OTHERWISE COOPERATE IN ANY MANNER DESCRIBED ABOVE UNLESS BUYER HAS PAID SELLER THE SUM OF $100,000.00 (P&Z CONSIDERATION). THE P&Z CONSIDERATION SHALL APPLY TO THE PURCHASE PRICE AT CLOSING BUT SHALL OTHERWISE BE NON-REFUNDABLE. IN THE EVENT BUYER FAILS TO COMPLY WITH THESE PROVISIONS, SELLER SHALL, NOTWITHSTANDING PARAGRAPH 15 OF THE CONTRACT, BE ENTITLED TO SEEK DAMAGES OR ANY OTHER RELIEF AS MAY BE PROVIDED BY LAW.

13. **Survey.** Seller agrees to credit the purchase price in the amount of $0 at closing to reimburse Buyer for the cost of the survey. [Deleted]

14. **Financing.** Buyer shall have the right to terminate the Contract if Buyer does not secure financing on terms acceptable to Buyer in Buyer's sole and absolute discretion, by delivering written notice thereof to Seller, and Buyer shall receive a full and prompt refund of the earnest money (less the independent consideration referenced in Paragraph 7.B(1) of the Contract and not including any Extension Payments made to Seller) in accordance with Exhibit B, together with accrued interest thereon, without the need for Seller's signature for its release.

15. **Right to Terminate.** Subject to the terms of other terms of the Contract regarding disbursement of the earnest money, Buyer shall have the right to terminate the Contract at any time prior to closing.

16. **Effect of Termination.** The Contract shall be void and of no further force and effect upon any proper termination under the terms of the Contract (other than terms that specifically provide that they survive termination of the Contract).

17. **Contract Dates.** If any of the contract dates occur on a weekend or a State of Texas or federal holiday, the applicable date will move forward to the next available business day.
EXHIBIT B

DELIVERY AND RELEASE OF DEPOSIT AMOUNTS

4. If any of the above dates occur on a weekend or a holiday, the applicable date will move forward to the next available business day.
EXHIBIT A

Legal Description

(to be attached)
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Larry Walther ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 7.764 acres of land located at 113 E. Kennedale Parkway, Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Project").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Project for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. **Grant of Option.** Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Project ("Option").

2. **Term of Option.** Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 15th 2019 (Termination Date”). However, if the Kennedale City Council approves a Letter of Support on December 11th 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 (“Early Termination Date”).

3. **Exercise of Option.**

   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").
(b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

(c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

(d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Project as long as the Option Agreement is in effect.

4. **Purchase Price.** The purchase price for the Property shall be $900,000.00.

5. **Time of the Essence.** Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. **Governing Law and Venue.** This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. **Successors and Assigns.** The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign this Option Agreement without the prior written consent of Optionor.

8. **Amendment.** This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. **Counterparts.** This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

Executed to be effective as of the date set forth above.

[Signature]

Larry Walther
PO Box 33346
Fort Worth, TX 76162
OPTIONEE:

OM HOUSING, LLC

By:

Deepak P. Sulakhe, President and CEO
## EXHIBIT A

### A Larry Walther Tract

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Abstract</th>
<th>Tract</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Parcel 1:</td>
<td>1260</td>
<td>3e01</td>
<td>0.52</td>
</tr>
<tr>
<td>Jesse B Survey Renfro</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address 133 E Kennedale pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: “C-2” general commercial district</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Parcel 2:</td>
<td>1260</td>
<td>3e01a</td>
<td>1.45</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 129 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: split zoning, “AG” agricultural and “C-2”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Parcel 3:</td>
<td>1260</td>
<td>3e01c</td>
<td>2.76</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 220 Kennedale Sublett Rd</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: Split Zoning, Ag and C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Parcel 4:</td>
<td>1260</td>
<td>3g01</td>
<td>0.03</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>109 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Parcel 5:</td>
<td>1260</td>
<td>3g02a</td>
<td>0.03</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 109 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Parcel 6:</td>
<td>1260</td>
<td>3g06</td>
<td>0.06</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 113 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Parcel 7:</td>
<td>1260</td>
<td>3g09</td>
<td>0.23</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 111 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel</td>
<td>Address</td>
<td>Description</td>
<td>Size</td>
</tr>
<tr>
<td>--------</td>
<td>---------</td>
<td>-------------</td>
<td>------</td>
</tr>
<tr>
<td>8</td>
<td>1260</td>
<td>3e1b and 3g2 - City map also shows as A1260 3e1b20</td>
<td>1.682</td>
</tr>
<tr>
<td></td>
<td>Jesse B Renfro Survey</td>
<td>Situs 121 E Kennedale Pkwy</td>
<td>Zoning: split zoning, AG and C-2</td>
</tr>
<tr>
<td>9</td>
<td>1260</td>
<td>3g7 and 3g11</td>
<td>0.89</td>
</tr>
<tr>
<td></td>
<td>Jesse B Renfro Survey</td>
<td>Situs 406 Crestview Dr</td>
<td>Zoning: AG</td>
</tr>
</tbody>
</table>
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Larry Walther ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 7.764 acres of land located at 113 E. Kennedale Parkway, Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Project").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Project for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. **Grant of Option.** Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Project ("Option").

2. **Term of Option.** Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 31st, 2019 (Termination Date”). However, if the Kennedale City Council approves a Letter of Support on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 (‘Early Termination Date”).

3. **Exercise of Option.**

   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 27th day of
November, 2018 and entered into between Larry Walther ("Optionor"), and OM Housing, LLC, a
Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 7,764 acres of land
located at 113 E. Kennedale Parkway, Kennedale, Tarrant County, Texas, as more fully described on
Exhibit A attached hereto ("Project").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to
purchase the Project for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any
contract entered into by the parties) and other good and valuable consideration paid to Optionor by
Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and
Optionee mutually covenant and agree as follows:

1. Grant of Option. Subject to the terms and conditions recited herein, Optionor hereby
grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Project
("Option").

2. Term of Option. Unless exercised by Optionee strictly in the manner provided herein, this
Option shall automatically expire, terminate, and be of no further force or effect on January 15th,
2019 (Termination Date). However, if the Kennedale City Council approves a Letter of Support
on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further
force or effect on December 21, 2018 ("Early Termination Date").

3. Exercise of Option.

(a) The Option granted herein shall only be exercisable by the execution and delivery
by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually
acceptable to Optionor and Optionee ("Purchase Agreement").
(b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

(c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

(d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Project as long as the Option Agreement is in effect.

4. Purchase Price. The purchase price for the Property shall be $900,000.00.

5. Time of the Essence. Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. Governing Law and Venue. This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. Successors and Assigns. The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign this Option Agreement without the prior written consent of Optionor.

8. Amendment. This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. Counterparts. This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

Executed to be effective as of the date set forth above.

OPTIONOR:

Larry Walther
PO Box 33346
Fort Worth, TX 76162

11-19-18
OPTIONEE:

OM HOUSING, LLC

By:

Deepak P. Sulakhe, President and CEO
EXHIBIT A

Larry Walther Tract

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Abstract</th>
<th>Tract</th>
<th>Acreage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Parcel 1:</td>
<td>1260</td>
<td>3e01</td>
<td>0.52</td>
</tr>
<tr>
<td>Jesse B Survey Renfro</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address 133 E Kennedale pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: “C-2” general commercial district</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Parcel 2:</td>
<td>1260</td>
<td>3e01a</td>
<td>1.45</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 129 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: split zoning, “AG” agricultural and “C-2”</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Parcel 3:</td>
<td>1260</td>
<td>3e01c</td>
<td>2.76</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 220 Kennedale Sublett Rd</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: Split Zoning, Ag and C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Parcel 4:</td>
<td>1260</td>
<td>3g01</td>
<td>0.03</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>109 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 Parcel 5:</td>
<td>1260</td>
<td>3g02a</td>
<td>0.03</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 109 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Parcel 6:</td>
<td>1260</td>
<td>3g06</td>
<td>0.06</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 113 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Parcel 7:</td>
<td>1260</td>
<td>3g09</td>
<td>0.23</td>
</tr>
<tr>
<td>Jesse B Renfro Survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Situs 111 E Kennedale Pkwy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zoning: C-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parcel</td>
<td>Description</td>
<td>Address</td>
<td>Zoning</td>
</tr>
<tr>
<td>--------</td>
<td>-------------</td>
<td>---------</td>
<td>--------</td>
</tr>
</tbody>
</table>
| 8      | Parcel 8:   | 1260 3e1b and 3g2 - City map also shows as A1260 3e1b20 | Jesse B Renfro Survey  
Situs 121 E Kennedale Pkwy  
Zoning: split zoning, AG and C-2 |
| 9      | Parcel 9:   | 1260 3g7 and 3g11 | Jesse B Renfro Survey  
Situs 406 Crestview Dr  
Zoning: AG |

Total: 7.652
Follow Up Flag: Follow up
Flag Status: Flagged

Acknowledgement for second site is below.

Sincerely,

Jason G. Lain, MDiv, MA, Broker
Director of Acquisitions
Central: (972) 836-7232
Cell: (325) 660-7232
Fax (214) 594-9753
Email: jlain@omhousing.com

Please consider the environment before printing this e-mail.

The information contained in this transmission may contain privileged and confidential information that may be privileged or protected by rules relating to non-public information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

http://www.trec.state.tx.us/pdf/contracts/IABS1-0.pdf - Texas Law requires all real estate licensees to provide the information about the brokerage services found in this link.
I acknowledge that the $500 option fee was received and that that option agreement is binding through January 20. Larry

From: Jason Lain <jlain@omhousing.com>
Sent: Monday, January 7, 2019 1:41 PM
To: Larry Walther <larry.walther@usu.edu>
Cc: Deepak P. Sulakhe <dsulakhe@omhousing.com>
Subject: EOA Consideration Acknowledgment

Larry, could we get an email from you acknowledging that you received the $500 Consideration fee for the EOA? The State requires that we have something from you (can be email) simply stating it’s been received. Thank you so much for your help!

Sincerely,

Jason G. Lain, MDiv, MA, Broker
Director of Acquisitions
Central: (972) 836-7232
Cell: (325) 660-7232
Fax (214) 594-9753
Email: jlain@omhousing.com

Please consider the environment before printing this e-mail.

The information contained in this transmission may contain privileged and confidential information that may be privileged or protected by rules relating to non-public information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

http://www.trec.state.tx.us/pdf/contracts/IABS1-0.pdf - Texas Law requires all real estate licensees to provide the information about the brokerage services found in this link.
2.

AGREEMENT OF SALE AND PURCHASE
(8.021 ACRES, KENNEDALE, TARRANT COUNTY, TEXAS)

THIS AGREEMENT OF SALE AND PURCHASE (the "Agreement") is made and entered into by and between the parties listed below as "Seller" and "Purchaser", effective as of the Effective Date (defined below).

I.

BASIC TERMS

1.1 The following shall constitute the Basic Terms (herein so called) of this Agreement, and the terms having initial capital letters, used in the captions, or otherwise defined in the Article I shall have the same meaning when used in other Articles of this Agreement, unless the context otherwise requires a different meaning. Also, in the event of any conflict between the Basic Terms and other provisions in this Agreement, the Basic Terms shall control.

1.1.1 Seller: Mark Jason Doskoci

Attention: Jason Doskoci
4408 Barnett Blvd.
Arlington, TX 76017
(817) 229-9773
jason@dpmrealty.com

1.1.2 Purchaser: OM HOUSING, INC

Attention: Deepak Sulakhe
5033 Brookview Dr.
Dallas, TX 75220
(214) 432-7610
dsulakhe@omhousing.com

1.1.3 Land: Approximately 8.021 acres as shown on the attached Exhibit "A", KENNEDALE, TARRANT County, Texas. The legal description of the Property contained on the Survey (defined below) shall be deemed incorporated herein for all purposes as the legal description of the Property. The Property is more particularly described in Article II below and as 8.021 acres out of the J.B Renfro Survey Abstract NO. 1280 Tracts 1 and 2. Also known as 345 and 347 Kennedale Sublet Rd. Kennedale, TX
1.1.4 Purchase Price: $606,250.00

1.1.5 Option Fees/Earnest Money: (i) initially, $5,000.00, to be delivered to the Title Company (defined below), on or before three (3) business days after the Effective Date (defined below), and (ii) if Purchaser does not terminate this Agreement within the Review Period, an additional deposit of $10,000.00 to the Title Company shall be made by Purchaser on or before August 5, 2019, which at Seller's option may be passed through to Seller, with standard Seller carve outs for instance for fraud and deliverability. All of such deposits shall be collectively referred to as the "Option Fees" or "Earnest Money". Except as otherwise specifically provided herein (e.g., default by Seller and casualty or condemnation), the Option Fees shall be non-refundable as of August 5, 2019, and shall be applicable to the Purchase Price.

Title Company: Stewart Title Company
Carol Erick
17304 Preston Rd, Suite 110
Dallas, TX 75252
Phone: 214.473-5414
Email: Carol.Erick@stewart.com

1.1.7 Review Period: A period of time expiring August 5, 2019 (the "Review Period").

1.1.8 Closing: On or before September 1, 2019, subject to extension as follows: Purchaser shall have the option to extend the Closing for up to one (1) period of one calendar month to October 1, 2019, by the payment of $10,000.00, which shall be non-refundable (except upon Seller default or casualty or condemnation), and non-applicable
to the Purchase Price which at Seller's option may be passed through to Seller, with standard Seller carve outs for instance for fraud and deliverability.

**1.1.9 Broker:** LS Real Estate (Jason Lain), is the real estate broker for Purchaser, and the arrangement between such Broker and Purchaser is set forth in a separate written agreement. Broker shall not be entitled to any portion of the Option Fees retained by Seller under other provisions of this Agreement should the Closing not occur. Seller is not obligated to pay any brokerage commission to Broker.

**1.1.10 Special Provisions:**

1. Zoning: Purchaser and Seller agree to work together using respective best efforts to obtain any required re-zoning and platting of this site for Purchaser's proposed use at Purchaser's expense.

2. Utilities: Purchaser and Seller agree to work together using respective best efforts to obtain any required utilities to this site for Purchaser's proposed use at Purchaser's expense.

3. Minerals. Seller reserves all minerals associated with the Property; provided, Seller and Seller's successors and assigns shall waive any and all rights to access the surface of the Property for any reason, and all extraction of minerals shall be effected at a depth of not less than 1,000 feet below the surface of the Property. The Deed (defined below) shall contain this provision.

4. Disclosures. Seller Mark Jason Doskociil is a licensed Texas real estate broker, owner of this property and owner of Doskociil Properties, LLC.

**II. DESCRIPTION OF THE PROPERTY**

In consideration of the Purchase Price and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser and Purchaser shall purchase the Property from Seller, together with all rights and appurtenances pertaining to such real estate, including, without limitation, any and all existing engineering and architectural drawings prepared for Seller, all surface rights, and all rights of Seller in and to all roads, alleys, easements, streets and ways adjacent to the Property, strips and gores and rights of ingress and egress thereto.

**III. CLOSING**

3.1 The procedure to be followed by the parties in connection with each Closing shall be as follows:

3.1.1 At Closing the Seller shall cause to be delivered to the Title Company (sometimes herein referred to as the "Escrow Agent") or to Purchaser, as applicable, the items specified herein and the following documents and instruments duly executed and acknowledged, in recordable form and in form acceptable to Purchaser:
3.1.1.1 A special warranty deed (the "Deed") dated as of the Closing Date, in favor of Purchaser or its assignee;

3.1.1.2 Evidence acceptable to Title Company, authorizing the consummation by Seller of the purchase and sale transaction contemplated hereby and the execution and delivery of the closing documents on behalf of Seller, including documentation confirming the legal existence of Seller, the authority of Seller to execute and deliver such closing documents and the valid execution of such closing documents on behalf of Seller;

3.1.1.3 Possession of the Property, subject only to the Permitted Exceptions;

3.1.1.4 A certificate in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, or the regulations issued pursuant thereto, certifying as to the nonforeign status of a transferor, in the form required by the Internal Revenue Service ("IRS"), and in the event that Seller fails or refuses to deliver such certificate to Purchaser and the Title Company at the Closing, Seller authorizes the Purchaser or the Title Company to withhold from the cash portion of the Purchase Price as authorized by the IRS; and

3.1.1.5 All other documents and instruments reasonably required by Purchaser or the Title Company to effectuate the Closing.

3.1.2 At the Closing, Purchaser, or its assignee, shall cause to be delivered to the Title Company funds payable to the Title Company representing the cash portion of the Purchase Price, due in accordance with Article I hereof, less the Option Fees together with all accrued interest thereon, which is to be applied to the total cash payment required, and plus or minus prorations and credits provided herein.

3.1.3 At the Closing, Seller and Purchaser shall cause to be delivered to the Title Company such other instruments and documents as may be necessary and appropriate and required hereunder in order to complete the Closing of the transactions contemplated hereunder.

3.2 Upon the completion of the deliveries specified in Section 3.1 above, the Escrow Agent shall be authorized to cause the appropriate closing documents to be immediately recorded in the appropriate records of the county in which the Property is located, and shall deliver the balance of the proceeds from the sale to Seller, after deducting all expenses thereof or such other items as may be specified herein.

3.3 Seller shall furnish Purchaser with a Texas Standard Owner's Policy of Title Insurance (the "Owner's Title Policy") within a reasonable time after the Closing, in the full amount of the applicable Purchase Price, wherein the Title Company shall insure that fee simple title to the Project is vested in Purchaser, containing no exception to such title other than the Permitted Exceptions (hereinafter defined) and the standard printed
3. exceptions (provided that the area and boundaries exceptions shall be amended at Purchaser's option and expense to except only to "Shortages in Area", the exception for restrictive covenants shall be endorsed "None of Record" or shall list only those restrictive covenants as may be Permitted Exceptions, the exception for taxes shall be limited to taxes for the year in which Closing occurs and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, and endorsed "Not Yet Due and Payable"), any exception for parties in possession of the Property shall be deleted, and there shall be no exception for visible and apparent easements, roads and highways or any other matters which would be disclosed by a current survey of the Property.

3.4 Seller shall pay the cost of the Owner's Title Policy, and, except as otherwise provided herein, all other escrow and closing costs shall be allocated to and paid by Seller and Purchaser in accordance with the manner in which such costs are customarily borne by such parties in sales of similar property in the county in which the Property is located, on the date of Closing; provided, however, each party shall pay its own attorneys' fees.

IV. ITEMS FOR REVIEW; REVIEW PERIOD

4.1 Upon execution of this Agreement, Purchaser and/or Seller, as the case may be, shall perform the following within the time stated, each of which shall be a condition precedent to Closing:

4.1.1 On or before ten (10) days after the Effective Date, Purchaser, at Seller's sole cost and expense, shall obtain a Commitment for Title Insurance or a Commitment to Insure (the "Commitment") dated not earlier than the date of this Agreement, issued by the Title Company, showing Seller's title to the Property to be good and indefeasible, together with true, correct and legible copies of all items and documents referred to therein. Purchaser shall have thirty (30) days after receipt of said items (and the Survey hereinafter referred to) to examine the condition of title and approve or disapprove the same. Those items listed in the Commitment and not disapproved of by Purchaser shall be referred to as the "Permitted Exceptions." In the event that Purchaser disapproves of all or any item referred to in the Commitment, Seller shall have a period of twenty (20) days within which to cure or remove such exceptions. In the event Seller fails or refuses to cure all of such items within such twenty (20) day cure period, Purchaser shall have the right to terminate this Agreement, whereupon the Title Company is hereby authorized to, and shall, upon request of Purchaser, and the parties hereto shall be released from all obligations hereunder. In the alternative, at the written request of Purchaser, Seller shall deliver the title in its existing condition and Purchaser shall, by acceptance of such title, waive any objections to such title which have not been cured except as to warranties contained in the documents of conveyance.

4.1.2 On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser copies of the existing surveyor surveys of the Property (collectively, the "Survey"). Thereafter, Purchaser, at Purchaser's expense, shall cause to be prepared
4. and furnished to Seller an update of the Survey of the Property (the "Updated Survey"), prepared by a duly licensed land surveyor. If Purchaser shall disapprove the Updated Survey, Purchaser shall have the right to terminate this Agreement and, upon such termination, all Option Fees previously deposited shall be immediately refunded to Purchaser and the parties hereto shall have no further liability or obligations hereunder.

4.1.3 On or before ten (10) days after the Effective Date, Seller shall deliver to Purchaser the following: engineering reports, geotechnical reports, environmental reports, surveys, engineering and utility cost estimates and all other engineering, environmental, construction, utility, legal and municipal information and data in its or its consultant's possession that is pertinent to the development of the Property. Purchaser shall provide to Seller copies of all reports, studies, surveys and due diligence documents Purchaser obtains.

4.2 During the Review Period, Purchaser shall have the right to perform any and all inspections or studies of the Property which Purchaser may desire, including but not limited to a physical inspection of the Property and a feasibility study of the Property, including but not limited to review of availability of utilities, water, wastewater disposal capacity and necessity of lift station and drainage and detention aspects of the Property. If Purchaser shall find such inspections or studies to be unsatisfactory, for any reason, if Purchaser otherwise determines that the Property is not suitable for its intended use thereof, for any reason whatsoever, Purchaser shall have the right, at its option, to terminate this Agreement within the Review Period. Unless Purchaser delivers a statement to Seller and to the Title Company stating "the Property is acceptable and Purchaser intends to close" on or before the expiration of the Review Period, Purchaser shall be deemed to have rejected the condition of the Property, and this Agreement shall immediately terminate. Purchaser shall indemnify and hold Seller harmless against any claims made as a result of Purchaser's inspection of the Property, and Purchaser shall repair any damage done to the Property as a result of Purchaser's inspection of the Property.

V.

REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 In addition to the representations and warranties contained in other articles of this Agreement, Seller makes the following representations and warranties which shall be true and correct as of the Closing Date and shall survive the Closing as provided below, and the truth of which shall be a condition precedent to Purchaser's obligations to close the transaction contemplated herein:

5.1.1 To the best of Seller's knowledge, Seller has received no notice (i) from any governmental authority advising Seller of its violation of a governmental ordinance, order or regulation relating to the Property, or (ii) any pending or contemplated condemnation, eminent domain, special assessments, or litigation with respect to the Property. Seller agrees to provide Purchaser with copies of any such notices it receives following the date hereof.
5. **5.1.2** At Closing, Seller will own the indefeasible title to the Property, and Seller has the full authority to enter into this Agreement. The Property is not subject to any agricultural or open space classification for property tax purposes, or if so, Seller shall be responsible for the payment of any "rollback" taxes. The person executing this Agreement on behalf of Seller is fully authorized to do so, and this Agreement constitutes the binding agreement of Seller.

VI. **SURVIVAL**

All warranties, representations, covenants obligations and agreements contained in this Agreement shall survive the execution and delivery of the Deed and shall survive the Closing hereof for a period of one (1) year.

VII. **PRORATIONS AND ADJUSTMENTS**

Ad valorem taxes on the Property for the current year shall be prorated at the Closing, effective as of such Closing utilizing the best available computations of such items. If current ad valorem tax assessments are unavailable at Closing, said ad valorem taxes shall be adjusted based on tax assessments for the immediately preceding tax year, with said tax proration to be adjusted in cash between the parties, based on actual taxes for the current year, at the time such actual taxes are determined; provided, however, all special tax assessments made by any taxing authority with respect to the Property or due to any change in use of the Property shall be the sole responsibility of Seller. The provisions of this paragraph shall survive Closing.

VIII. **COMMISSIONS**

8.1 Purchaser shall be responsible for the payment of any and all real estate commissions, claims for such commissions and/or similar type fees arising, directly or indirectly, out of this transaction to the Broker, and Purchaser does hereby agree to indemnify Seller against and hold Seller harmless from any and all such real estate commissions, claims for such commissions or similar fees, including attorneys' fees incurred in any lawsuit regarding such commissions or fees. In connection therewith. Purchaser does hereby represent and warrant that it, its officers, employees and agents, have contracted for no such real estate commissions, other than Broker, nor has it, without knowledge of Seller, contacted real estate agents or brokers, other than the Broker, nor has it, without Seller's knowledge, acted in a manner so as to give rise to a claim for such real estate commissions or similar fees.

8.2 By its execution hereof Purchaser acknowledges that it has been informed by real estate brokers involved with this transaction that the Purchaser should have the abstract covering the Property examined by an attorney of the Purchaser's selection or
6. that the Purchaser should be furnished with or obtain an owner’s policy of title insurance covering the Property.

IX. TERMINATION AND REMEDIES

9.1 In the event that any of the Seller’s representations or warranties contained herein are untrue or if Seller shall have failed to have performed any of the covenants and/or agreements contained herein which are to be performed by Seller, or if any of the conditions precedent to Purchaser’s obligation to consummate the transactions contemplated hereby shall have failed to occur, Purchaser may, at its option, terminate this Agreement by giving written notice of termination to Seller or Purchaser may seek to enforce specific performance of this Agreement. It is expressly understood and agreed by Seller and Purchaser that the failure by Purchaser to terminate this Agreement for any reason pursuant to this Section 9.1 shall in no way waive, alter or modify any rights of Purchaser in regard to the representations, warranties, covenants and agreements of Seller herein.

9.2 If this Agreement is terminated by Purchaser pursuant to any provision of this Agreement authorizing such termination, Purchaser shall be entitled to the immediate refund of any and all Option Fees previously deposited, and thereafter Purchaser shall have no further obligations hereunder.

9.3 If Seller is not then in default in its obligations or agreements, and the Purchaser has not terminated this Agreement pursuant to any of the provisions authorizing such termination, and Purchaser fails to close the transaction contemplated hereby, Seller shall be entitled to receive the Option Fees as Seller’s sole and exclusive remedy for such failure, Seller hereby specifically waiving any and all rights which it may have to damages, specific performance or any other remedy as a result of Purchaser’s default under this Agreement.

X. RISK OF LOSS

10.1 Risk of loss until a Closing shall be borne by Seller. In the event that damage, loss or destruction of the Property or any part thereof, by fire or other casualty, or through condemnation or sale in lieu thereof, occurs prior to the actual closing of the transactions contemplated hereby, the extent of such damage or taking involving more than 10% of the Purchase Price (a “Material Event”), the Purchaser shall, at its option, elect one of the following:

10.1.1 To terminate this Agreement and receive an immediate refund of all Option Fees previously deposited.

10.1.2 To close the transactions contemplated hereby and take an assignment of and receive in cash all insurance or condemnation proceeds payable as a
7. result of such casualty loss or condemnation, and receive a credit in the amount of any deductible applicable to such insurance coverage, or, if such proceeds are not available, to receive a credit against the Purchase Price (applied first against the cash portion thereof due at Closing) in the amount of such casualty loss or condemnation proceeds together with any deductible amount applicable thereto.

10.2 In the event of less than a Material Event, Purchaser shall close the transactions contemplated hereby and take an assignment of and receive in cash all insurance or condemnation proceeds payable as a result of such casualty loss or condemnation, and receive a credit in the amount of any deductible applicable to such insurance coverage, or, if such proceeds are not available, to receive a credit against the Purchase Price (applied first against the cash portion thereof due at Closing) in the amount of such casualty loss or condemnation proceeds together with any deductible amount applicable thereto.

XI.
NOTICES

11.1 Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be given upon receipt, if hand delivered or delivered by express delivery service, or two (2) days after deposit of such notice in registered or certified mail, return receipt requested (provided that any notice of termination shall be effective immediately upon deposit in registered or certified mail, return receipt requested), or if made by facsimile/email, it will be deemed delivered the day of transmission with fax or email receipt verification, and addressed to the parties at the address provided in Article I.

11.2 The addresses and addressees for the purpose of this article may be changed by either party by giving notice of such change to the other party in the manner provided herein for giving notice. For the purpose of changing such addresses or addressees only, unless and until such written notice is received, the last address and addressee stated in Article I shall be deemed to continue in effect for all purposes.

XII.
MISCELLANEOUS

12.1 Entire Agreement. THIS AGREEMENT AND THE EXHIBITS ATTACHED HERETO CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO PROMISE, REPRESENTATION, WARRANTY OR COVENANT NOT INCLUDED IN THIS AGREEMENT OR ANY SUCH REFERENCED AGREEMENTS HAS BEEN OR IS RELIED UPON BY EITHER PARTY.

12.2 No Oral Modification. NO MODIFICATION OR AMENDMENT OF THIS AGREEMENT SHALL BE OF ANY FORCE OR EFFECT UNLESS MADE IN WRITING AND EXECUTED BY BOTH PURCHASER AND SELLER.
12.3 Choice of Law and Venue. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Texas, and shall be performable in TARRANT County, Texas.

12.4 Attorneys' Fees. The prevailing party in any litigation between the parties arising under this Agreement shall be entitled to recover reasonable attorney’s fees.

12.5 Counterparts. This Agreement may be executed in any number of counterparts and delivered by facsimile or electronically which together shall constitute the agreement of the parties. The article headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

12.6 Assignment. This Agreement, and the rights and obligations hereunder, may be assigned by Purchaser at any time to any entity in which Purchaser, OM Housing, any affiliate of Purchaser or OM Housing is a member or partner; otherwise, the prior written consent of Seller shall be required, not to be unreasonably withheld. In the event of any such assignment, and the assignee assumes all of Purchaser’s obligations under this Agreement, the original party designated as the Purchaser shall be released from all duties or obligations hereunder and the Seller agrees to close the transaction contemplated hereunder with the assignee of Purchaser.

12.7 Date of Agreement. All references in this Agreement to "the date hereof," "Effective Date", or similar references shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Agreement and the Title Company has acknowledged receipt of a fully executed counterpart of this Agreement.

12.8 Parties Bound. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns whenever the context so requires or admits.

12.9 Enforceability. If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement, provided that both parties hereto may still effectively realize the complete benefit of the transaction contemplated hereby.

12.10 Gender, Number. Any references to one gender used herein, whether masculine, feminine or neuter, shall be deemed to be a reference to any other gender as may be appropriate under the circumstances; further, the singular shall include the plural and the plural the singular.
12.11 Term of Offer. This Agreement constitutes an offer by Purchaser to purchase the Property on the terms and conditions and for the Purchase Price specified herein. Unless sooner terminated or withdrawn by notice in writing to Seller, this offer shall lapse and terminate five (5) business days after Purchaser's delivery of this Agreement unless, prior to such time, Seller has executed and returned to Purchaser two (2) fully executed copies of this Agreement.

12.12 Day of Performance. In the event the day for which performance is scheduled hereunder is a Saturday, Sunday, or a holiday observed by national banking associations in TARRANT County, Texas, then the day for such performance shall be the immediately following business day. Any reference to a "business day" in this Agreement shall mean a day other than a Saturday, Sunday or holiday observed by national banking associations in TARRANT County, Texas.

12.13 Confidentiality. This Agreement and all of the terms and provisions hereof are confidential. Purchaser and Seller agree to keep confidential (and shall use their best efforts to cause their agents, employees and the Broker to keep confidential) all discussions of this Agreement, the proposed acquisition, all documents and materials delivered pursuant to this Agreement, except for necessary disclosure to partners, employees, accountants, attorneys, lenders and consultants of the parties hereto. No public announcements concerning this Agreement or the transaction contemplated herein shall be made by either party without the mutual consent of the parties. SPECIFICALLY, SELLER SHALL KEEP THE PURCHASE PRICE AND THE TERMS OF THIS AGREEMENT STRICTLY CONFIDENTIAL.

SEPARATE SIGNATURE PAGES FOLLOW
SELLER:
Mark Jason Doskoci

Date 2-28-19
PURCHASER:
OM Housing, LLC

Deepak Sulakhe, President/CEO

Date: [Handwritten Date]
ACCEPTANCE BY TITLE COMPANY

The undersigned title company, Stewart Title Company, referred to in the foregoing Contract as the "Title Company", hereby acknowledges receipt of a fully executed copy (or executed counterparts) of the foregoing Contract.

By: ____________________________
   
Its: ____________________________
   
Date: ____________________________

Receipt of Earnest Money in the amount of $10,000.00 is hereby acknowledged.

By: ____________________________
   
Its: ____________________________
   
Date: ____________________________
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Mark Jason Doskocil ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 8.021 acres located at 345 & 337 Kennedale Sublet Rd., Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Property").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Property for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. **Grant of Option.** Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Property ("Option").

2. **Term of Option.** Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 15th, 2019 (Termination Date”). However, if the Kennedale City Council approves a Letter of Support on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 (Early Termination Date”).

3. **Exercise of Option.**
   
   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement”).

   (b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

   (c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

   (d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Property as long as the Option Agreement is in effect.
4. **Purchase Price.** The purchase price for the Property shall be $595,000.

5. **Time of the Essence.** Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. **Governing Law and Venue.** This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. **Successors and Assigns.** The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign not this Option Agreement without the prior written consent of Optionor.

8. **Amendment.** This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. **Counterparts.** This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

*(SIGNATURE PAGE ON NEXT SHEET)*
Executed to be effective as of the date set forth above.

OPTIONOR:

Mark Jason Doskocil
4408 Barnett Blvd.,
Arlington, TX 76017

By:

Mark Jason Doskocil

OPTIONEE:

OM HOUSING, LLC

By:

Deepak P. Sulakhe, President and CEO
EXHIBIT A

LEGAL DESCRIPTION

8.021 acres J.B. Renfro Survey Abstract NO. 1260 Tracts 1&2
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Mark Jason Doskociil ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 8.021 acres located at 345 & 337 Kennedale Sublet Rd., Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Property").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Property for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. **Grant of Option.** Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Property ("Option").

2. **Term of Option.** Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 26th, 2019 (Termination Date). However, if the Kennedale City Council approves a Letter of Support on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 (Early Termination Date).

3. **Exercise of Option.**

   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").

   (b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

   (c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

   (d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Property as long as the Option Agreement is in effect.
4. **Purchase Price.** The purchase price for the Property shall be $595,000.

5. **Time of the Essence.** Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. **Governing Law and Venue.** This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. **Successors and Assigns.** The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign not this Option Agreement without the prior written consent of Optionor.

8. **Amendment.** This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. **Counterparts.** This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

*(SIGNATURE PAGE ON NEXT SHEET)*
Executed to be effective as of the date set forth above.

OPTIONOR:

Mark Jason Doszkocil
4408 Barnett Blvd.,
Arlington, TX 76017

By:

Mark Jason Doszkocil

OPTIONEE:

OM HOUSING, LLC

By:

Deepak P. Sulakhe, President and CEO
EXHIBIT A

LEGAL DESCRIPTION

8.021 acres J.B. Renfro Survey Abstract NO. 1260 Tracts 1&2
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Mark Jason Doskoci1 ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 8.021 acres located at 345 & 337 Kennedale Sublet Rd., Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Property").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Property for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. Grant of Option. Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Property ("Option").

2. Term of Option. Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 31, 2019 ("Termination Date"). However, if the Kennedale City Council approves a Letter of Support on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 ("Early Termination Date").

3. Exercise of Option.

(a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").

(b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

(c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

(d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Property as long as the Option Agreement is in effect.
4. **Purchase Price.** The purchase price for the Property shall be $595,000.

5. **Time of the Essence.** Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. **Governing Law and Venue.** This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. **Successors and Assigns.** The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign not this Option Agreement without the prior written consent of Optionor.

8. **Amendment.** This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. **Counterparts.** This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

*(SIGNATURE PAGE ON NEXT SHEET)*
Executed to be effective as of the date set forth above.

OPTIONOR:

Mark Jason Doskocil  
4408 Barnett Blvd.,  
Arlington, TX 76017

By:  
Mark Jason Doskocil

OPTIONEE:

OM HOUSING, LLC

By:  
Deepak P. Sulakhe, President and CEO
EXHIBIT A

LEGAL DESCRIPTION

8.021 acres J.B. Renfro Survey Abstract NO. 1260 Tracts 1&2
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Mark Jason Poskocil ("Optionor"), and O&M Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 8.021 acres located at 345 & 337 Kennedale Sublet Rd., Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Property").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Property for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. Grant of Option. Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title to the Property ("Option").

2. Term of Option. Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 31st, 2019 ("Termination Date"). However, if the Kennedale City Council approves a Letter of Support on December 13th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 ("Early Termination Date").

3. Exercise of Option.

(a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").

(b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

(c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Option or Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereof or any other person if a Purchase Agreement is not executed or, or before the Termination Date.

(d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Property as long as the Option Agreement is in effect.
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Mark Jason Doskocil ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 8.021 acres located at 345 & 337 Kennedale Sublet Rd., Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Property").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Property for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. **Grant of Option.** Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Property ("Option").

2. **Term of Option.** Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 15th, 2019 (Termination Date). However, if the Kennedale City Council approves a Letter of Support on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 ("Early Termination Date").

3. **Exercise of Option.**

   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").

   (b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

   (c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

   (d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Property as long as the Option Agreement is in effect.
4. **Purchase Price.** The purchase price for the Property shall be $595,000.

5. **Time of the Essence.** Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. **Governing Law and Venue.** This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. **Successors and Assigns.** The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign not this Option Agreement without the prior written consent of Optionor.

8. **Amendment.** This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. **Counterparts.** This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

*(SIGNATURE PAGE ON NEXT SHEET)*
Executed to be effective as of the date set forth above.

OPTIONOR:

Mark Jason Doskocil
4408 Barnett Blvd.,
Arlington, TX 76017

By:
Mark Jason Doskocil

OPTIONEE:

QM HOUSING, LLC

By:
Deepak P. Sulakhe, President and CEO
Yes I received the $500 option fee for the purchase of 337 Kennedale Sublett Rd.
Thank you,

On Mon, Jan 7, 2019 at 2:42 PM Jason Lain <jlain@omhousing.com> wrote:

Jason, could we get an email from you acknowledging that you received the $500 Consideration fee for the EOA? The State requires that we have something from you (can be email) simply stating it’s been received. Thank you so much for your help!

Sincerely,

Jason G. Lain, MDiv, MA, Broker

Director of Acquisitions

Central: (972) 836-7232

Cell: (325) 660-7232
Fax (214) 594-9753
Email: jlain@omhousing.com

Please consider the environment before printing this e-mail.

The information contained in this transmission may contain privileged and confidential information that may be privileged or protected by rules relating to non-public information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

http://www.trec.state.tx.us/pdf/contracts/IABS1-0.pdf - Texas Law requires all real estate licensees to provide the information about the brokerage services found in this link.

--

Jason Doskocil
Broker/Owner

Office  (817) 472-5455
Cell   (817) 229-9773
Fax    (817) 784-0703
jason@dpmrealty.com

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

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

Stewart Title Company

BY: [Signature]

Matt Morris
President and CEO

Denise Carraux
Secretary

CONDITIONS AND STIPULATIONS

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

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

Title Insurance insures you against loss resulting from certain risks to your title.
The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 800-729-1902 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.
IMPORTANT INFORMATION

FOR INFORMATION, OR TO MAKE A COMPLAINT CALL OUR TOLL-FREE TELEPHONE NUMBER

1-800-729-1902

ALSO YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE AT

1-800-252-3439

to obtain information on:
1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO THE TEXAS DEPARTMENT OF INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771

AVISO IMPORTANTE

PARA INFORMACION, O PARA SOMETER UNA QUEJA LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN PUEDE COMUNICARSE CON EL DEPARTAMENTO DE SEGUROS DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:
1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL DEPARTAMENTO DE SEGUROS DE TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 475-1771
Effective Date: January 23, 2019 at 12:00 AM
Issued Date: February 22, 2019 at 12:00 AM.

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: $1,445,000.00
      PROPOSED INSURED: KD Hammack Creek Housing, 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)
      Binder Amount: PROPOSED INSURED:
      Proposed Borrower:
   f. OTHER
      Policy Amount: PROPOSED INSURED:

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

3. Record title to the land on the Effective Date appears to be vested in:
   Mark J. Doskoci, as to Parcel 1 and 2 and Larry Walther, as to Parcel 3
4. Legal description of land:

SEE LEGAL DESCRIPTION ATTACHED HERETO IN EXHIBIT A

Issuing Agent: Stewart Title Company

By: [Signature]

Contact: Carol Erick
SVP & Commercial Escrow Officer
Carol.Erick@stewart.com
214-473-5414
EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Kennedale, County of Tarrant, State of TX, and is described as follows:

BEING 7.964 acres of land situated in the J.B. RENFRO SURVEY, ABSTRACT No. 1260, City of Kennedale, Tarrant County, Texas, being a portion of those certain tracts of land described in deed as Tract 1, Tract 3 and Tract 4, to Larry Walker, recorded in Instrument Number D212279455, County Clerk’s Records, Tarrant County, Texas, a portion of that certain tract of land described in to Larry M. Walker, recorded in Volume 9632, Page 257, Deed Records Tarrant County, Texas, a portion of that certain tract of land described in deed as Tract 1 and Tract 2, recorded in Clerk’s File Number D212048802, County Clerk’s Records, Tarrant County, Texas, and a portion of those certain tract of land described in deed to Mark J. Doskoci, recorded in Instrument Number D214158488 and D214158489, County Clerk’s Records, Tarrant County, Texas, said 7.964 acres being more particularly described as follows:

COMMENCING at a point at the northwest corner of that certain tract of land described in deed to Mark J. Doskoci, recorded in Clerk’s File Number D214158488, County Clerk’s Records, Tarrant County, Texas and being the northeast corner of that certain tract of land described in deed to Melvin Uselton and wife, Margaret Uselton, recorded in Volume 5146, Page 152, Deed Records, Tarrant County, Texas, said COMMENCING POINT being (per deed call) S 61°48’24” E, distance of 505.44 feet from the southeast corner of Lot 4-R, Block J, CRESTDALE ADDITION, an Addition to the City of Kennedale, Tarrant County, Texas, according to the Plat recorded in Volume 388-12, Page 21, Plat Records, Tarrant County, Texas;

THENCE S 07°43’55” W, along the common line of said Doskoci and Uselton tracts, a distance of 7.64 feet to the POINT OF BEGINNING and most northerly northwest corner of the herein described 7.964 acre tract, said BEGINNING POINT having a State Plane, NAD 83, Zone 4202 (Gnd) coordinate value of NORTH:6921217.807 and EAST:23622806.596, for reference;

THENCE N 87°40’04” E, leaving said common line, across said Doskoci tract (recorded in D214158488), a distance of 141.10 feet to a point;

THENCE S 03°40’20” E, crossing the common line of said Doskoci tracts (recorded in D214158488 and D214158489), and continuing, in all, a distance of 166.89 feet to a point;

THENCE S 68°22’12” E, across said Doskoci tract (recorded in D214158489), a distance of 59.87 feet to a point;

THENCE, S 21°37’48” W, continuing across said Doskoci tract (recorded in D214158489), a distance of 18.00 feet to a point;

THENCE, S 68°22’12” E, continuing across said Doskoci tract (recorded in D214158489) a distance of 67.01 feet to a point;

THENCE, S 25°29’12” W, continuing across said Doskoci tract (recorded in D214158489), a distance of 28.47 feet to a point;

THENCE, S 68°17’14” E, continuing across said Doskoci tract (recorded in D214158489), a distance of 202.48 feet to a point in the northwesterly line of Kennedale-Sublett Road, being at the beginning of a curve to the right, whose radius is 605.31 feet and whose long chord bears S 36°39’32” W, a chord distance of 180.23 feet;

THENCE along the northwesterly line of said Kennedale-Sublett Road, as follows:

Along said curve in a southwesterly direction, through a central angle of 17°07’24”, an arc distance of 180.90 feet to a point;
S 45°13’30” W, a distance of 464.00 feet to a point at the beginning of a curve to the right, whose radius is 225.04 feet and whose long chord bears S 59°40’38” W, a chord distance of 112.30 feet;
Along said curve in a southwesterly direction, through a central angle of 28°53’45”, an arc distance of 113.50 feet to a 1/2” iron rod found in the southerly west line of said Doskoci tract (recorded in D214158489) and being the southeast corner of said Larry Walker Tract 2 (recorded in D212048802) for the most southerly corner of the herein described 7.964 acre tract;

THENCE, N 02°31’21” E, along the common line of said Doskoci tract (recorded in D214158489) and said Larry Walker Tract 2 (recorded in D212048802), along the approximate centerline of a creek, a distance of 242.81 feet to a point;
EXHIBIT A (Continued)

THENCE, N 03°59'13" E, continuing along the common line of said Doskocil tract (recorded in D214158489) and said Larry Walker Tract 2 (recorded in D212048802), continuing along the approximate centerline of said creek, a distance of 11.41 feet to a point;

THENCE, N 90°00'00" W, leaving said common line and the approximate centerline of said creek across said Larry Walker Tract 2 (recorded in D212048802), a distance of 256.37 feet to a point at the beginning of a curve to the right, whose radius is 55.00 feet and whose long chord bears S 64°23'34" W, a chord distance of 67.40 feet;

THENCE along said curve in a southwesterly direction, crossing the common line of said Larry Walker Tract 2 (recorded in D212048802) and said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257), and continuing, in all, through a central angle of 75°34'15", an arc distance of 72.54 feet to a point;

THENCE, S 45°58'27" W, across said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257), a distance of 232.64 feet to a point in the northeasterly line of East Kennedale Parkway (Right-of-Way varies);

THENCE, N 42°26'58" W, along the northeasterly line of said East Kennedale Parkway, a distance of 58.44 feet to a point;

THENCE, N 45°58'27" W, leaving said northeasterly line, across said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257), a distance of 229.30 feet to a point at the beginning of a curve to the right, whose radius is 55.00 feet and whose long chord bears N 28°59'16" E, a chord distance of 74.49 feet;

THENCE along said curve in a northeasterly direction, crossing the common line of said Larry M. Walker tract (recorded in Vol. 9632, Pg. 257) and said Larry Walker Tract 3 (recorded in D212279455), and continuing, in all, through a central angle of 85°14'35", an arc distance of 81.83 feet to a point

THENCE, N 00°00'00" E, crossing said Larry Walker Tract 3 (recorded in D212279455), said Larry Walker Tract 4 (recorded in D212279455) and said Larry Walker Tract 1 Parcel A, (recorded in D212279455), in all, a distance of 235.51 feet to a point in the north line of said Larry Walker Tract 1 Parcel A, (recorded in D212279455) and being in the south line of said Uselton tract;

THENCE, N 89°32'51" E, along the common line of said Larry Walker Tract 1 Parcel A, (recorded in D212279455) and said Uselton tract, a distance of 69.70 feet to a 1/2" iron rod found at the northeast corner of said Larry Walker Tract 1 Parcel A, (recorded in D212279455) and being the northwest corner of said Larry Walker Tract 4 (recorded in D212279455);

THENCE, S 89°33'48" E, along the common line of said Larry Walker Tract 4 (recorded in D212279455) and said Uselton tract, a distance of 149.79 feet to a point at the northeast corner of said Larry Walker Tract 4 (recorded in D212279455) at the southeast corner of said Uselton tract and being in the northwesterly line of said Larry Walker Tract 3 (recorded in D212279455);

THENCE N 47°27'09" E, along the common line of said Larry Walker Tract 3 (recorded in D212279455) and said Uselton tract, a distance of 221.18 feet to a point at the most north corner of said Larry Walker Tract 3 (recorded in D212279455), being the most easterly southeast corner of said Uselton tract and being in the approximate centerline of said creek;

THENCE N 15°38'01" W, along the common line of said Mark J. Doskocil tract (recorded in D214158489) and said Uselton tract, along the approximate centerline of said creek, a distance of 50.67 feet to a point at the northwest corner of said Mark J. Doskocil tract (recorded in D214158489) and being the southwest corner of said Mark J. Doskocil tract (recorded in D214158488);

THENCE N 07°43'55" E, along the common line of said Mark J. Doskocil tract (recorded in D214158488 and said Uselton tract) and along the approximate centerline of said creek, a distance of 92.23 feet to the POINT OF BEGINNING and containing 7.964 acres (346913 square feet) of land, more or less.
EXCEPTIONS FROM COVERAGE

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

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   
   Item No. 1 of Schedule B is hereby deleted in its entirety.

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

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

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

   (Applies to the Owner’s Policy only.)

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

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

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

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

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. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein:
      Dated: July 27, 2010
      Lessor: Wanda Biondi
      Lessee: Chesapeake Exploration, L.L.C., an Oklahoma limited liability company

   b. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein:
      Dated: August 1, 2006
      Lessor: John J. Biondi, Jr. and wife Billie Ann Biondi
      Lessee: Chesapeake Exploration Limited Partnership, an Oklahoma Limited Partnership

   c. An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein:
      Dated: July 30, 2010
      Lessor: John J. Biondi, Jr., and wife, Billie Ann Biondi
      Lessee: Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company
      Recorded: September 15, 2010 at Instrument Number D210227141 of Official Public Records, Collin County, Texas.

   d. Easement granted to Texas Electric Service Company, recorded in Volume 1303, Page 177, Deed Records, Tarrant County, Texas.

   e. Easement granted to Texas Electric Service Company, recorded in Volume 3574, Page 225, Deed Records, Tarrant County, Texas.

   f. Terms, conditions and stipulations as set out in that certain Lease Agreement, recorded in Volume 2944, Page 406, as affected by Sublease recorded in Volume 2944, Page 369, Deed Records, Tarrant County, Texas.

   g. Terms, conditions and stipulations as set out in that certain Lease Agreement, recorded in Volume 4032, Page 610, Deed Records, Tarrant County, Texas.

   h. Oil, Gas and Mineral Lease as set out in Instrument No. D207095048, Official Public Records, Tarrant County, Texas, by and between Larry M. Walther (Lessor and Chesapeake Exploration Limited Partnership (Lessee). Title to said interest has not been researched subsequent to the date of the above referenced instrument.
SCHEDULE B (Continued)

i. Oil, Gas and Mineral Lease as set out in Instrument No. D207024760, Official Public Records, Tarrant County, Texas, by and between Billie Williams (Lessor and Bowerman Exploration (Lessee). Title to said interest has not been researched subsequent to the date of the above referenced instrument.

j. Oil, Gas and Mineral Lease as set out in Instrument No. D210151087, Official Public Records, Tarrant County, Texas, by and between Emerald Hills Memorial Park Perpetual Care Trust (Lessor and Chesapeake Exploration Limited Partnership. Title to said interest has not been researched subsequent to the date of the above referenced instrument.

k. Oil, Gas and Mineral Lease as set out in Instrument No. D210138302, Official Public Records, Tarrant County, Texas, by and between Larry M. Walther (Lessor and Chesapeake Exploration Limited Partnership. Title to said interest has not been researched subsequent to the date of the above referenced instrument.

l. Oil, Gas and Mineral Lease as set out in Instrument No. D210267532, Official Public Records, Tarrant County, Texas, by and between Billie R. Williams and the Williams Family Trust (Lessor and Chesapeake Exploration Limited Partnership. Title to said interest has not been researched subsequent to the date of the above referenced instrument.

m. Rights of tenants in possession as tenants only under unrecorded leases.

n. Rights of Parties in Possession.

o. No liability is assumed by reason of any encroachment(s) or protrusion(s) of a fence and/or building(s) into or outside of the boundary lines of the subject property herein described.

p. Any portion of the property herein described which falls within the boundaries of any road or roadway.

q. Any visible and apparent easements on or across the property herein described, which are not shown of record.

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

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

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

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

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

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

5. We find no open Deeds of Trust of record. Please verify by inquiry of escrow personnel and/or agents whether or not we have overlooked something and advise the title department accordingly prior to close of escrow.

6. The right is reserved to make and insert additional exceptions and/or requirements based upon the review of the survey, up to and including the issuance of the Policy. If an existing survey is provided, Company will require borrower to execute a T-47 at closing, stating whether there have been changes to the property since the current survey.

7. Title order was opened under OM Housing, LLC however title is vested as shown on Schedule A herein. Company requires sufficient evidence as to the interest of Mark J. Doskocil and Larry Walther prior to closing.
COMMITMENT - Schedule D

Commitment for Title Insurance (T-7)

GF No.: TX6010-17000044s-CE, issued: February 22, 2019 at 12:00 AM.

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to Stewart Title Guaranty Company, the Underwriter herein, the following disclosures are made as of December 31, 2017:

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows:

Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of Stewart Title Guaranty Company as of the last day of the year preceding the date hereinabove set forth are as follows: Malcolm S. Morris, Patrick Beall, Matthew Morris, Stewart Morris, Stewart Morris, Jr., John Killea and David C. Hisey.

A-3. The designated officers of Stewart Title Guaranty Company as of the date hereinabove set forth are as follows: Matthew Morris, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer & Assistant Secretary-Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetzky, Chief Information Security Officer; Ann Manal, Chief Human Resources Officer; Dave Fauth, Group President - Direct Operations; Steven M. Lessack, Group President - International Operations; Patrick Beall, Group President; John Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President – Associate General Counsel and Senior Underwriting Counsel; James Gosdin, Senior Vice President – Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President – Regional Underwriting Counsel.

As to Stewart Title Company (Title Insurance Agent), the following disclosures are made:

B-1. Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Title Guaranty Company (100%)

B-2. Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Title Guaranty Company (100%)

B-3. If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:
Matthew W. Morris, David C. Hisey, John L. Killea

B-4. If Title Insurance Agent is a corporation, the following is a list of its officers:
Matthew W. Morris – Chairman, Chief Executive Officer and President
David C. Hisey – Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea – General Counsel
Denise Carraux – Secretary & Assistant Treasurer
Ken Anderson, Jr. – Treasurer and Assistant Secretary

C-1. 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 | $ 7,890.00 |
| Loan Policy | $ 0.00 |
| Endorsement Charges | $ 0.00 |
| Other | $ 0.00 |
| Total | $ 7,890.00 |

Of this total amount $___________ (or 16%) will be paid to the policy issuing Title Insurance Company;
$6706.50 (or 85%) will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>Stewart Title Company</td>
<td>Examination and Closing</td>
</tr>
</tbody>
</table>

* The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.
DELETION OF ARBITRATION PROVISION
(Not applicable to the Texas Residential Owner's Policy)

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

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

The arbitration provision in the Policy is as follows:

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

_________________________________________  Dated: ____________________________
2019 HTC
Full Application

Part 2 Tab 12

Increase in Eligible Basis
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 13

Multiple Site Information

NA
2019 HTC
Full Application

Part 2 Tab 14

Elected Officials
Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Elected Official</th>
<th>District</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>US Representative</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>State Senator</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Support Letter</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>City Mayor</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>State Representative</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Superintendent</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Presiding officer of Board of Trustees</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**No Pre-Application was submitted.**

Please note that if a Pre-Application was submitted, you may leave the rest of the form blank. Otherwise, provide the necessary information for each elected official.
2019 HTC
Full Application

Part 2 Tab 15

Neighborhood Organizations
## Neighborhood Organizations

- **Organizations were identified in the Pre-Application**, and there have been no changes. (If above is checked, the rest of the form may be left **BLANK**)
- **Organizations have changed since the Pre-Application was submitted**, and information regarding notifications or re-notifications is entered below.
- **No Pre-Application was submitted**.

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

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Fax or Email</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Fax or Email</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Fax or Email</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Fax or Email</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>City</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone</td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

2/28/2019
Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

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

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

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

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

Notifications made at Application:

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

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

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

Part 2. Notifications - Form and Content:

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

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

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

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

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

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

Part 3. Neighborhood Organizations (competitive HTC only):

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

Certify on next page

2/15/2019
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification
By: [Signature]

Signature of Applicant/Development Owner
Deepee P. Sulakhe

Printed Name
{Texas}

Notary Public, State of

My Commission expires 10-31-2022

County of {Dallas}

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

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

[Notary Public Signature]

[Notary Public Seal]
**Development Narrative**

1. **The proposed Development is: (Check all that apply)**
   - [ ] New Construction
   - [ ] Additional Phase
   - [ ] Elderly
   - [ ]Scattered Site
   - [ ] Adaptive Reuse

   (adaptive reuse select New Construction here and adaptive reuse in next box)

   **Previous TDHCA #**
   - NA

   **If Acquisition/Rehab or Rehab, original construction year:**
   - NA

   **If Reconstruction, Units Demolished**
   - NA

   **Units Reconstructed**
   - NA

2. **The Target Population will be:**
   - [ ] General
   - [ ] Elderly

   (check only one)

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

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

3. **Staff Determinations regarding definitions of development activity obtained?**
   - [ ] If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

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

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

   **This is a general development consisting of four 3-story residential buildings (with community space in one of the residential buildings) typical for the population served.**

   If a revised form is submitted, date of submission: __________ 2/28/2019
5. **Funding Request:**

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

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

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

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

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

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

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

Has this site/activity previously applied for TDHCA funds?  Yes

Has this site/activity previously received TDHCA funds?  No

If "Yes" Enter Project Number: preapp and TDHCA funding source: HTC

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

If yes, source: NA

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

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

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

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

If a revised form is submitted, date of submission: 2/28/2019
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>107</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:
     - | Bedroom Size | 0 | 1 | 2 | 3 | 4 |
       | Square Footage | 500 | 600 | 800 | 1,000 | 1,200 |
   - OR:
     - ☐ Development is proposing Rehabilitation (excluding Reconstruction) or Supportive Housing, and is not required to meet the size requirements above.

   **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**
   - ☑️ Application is a **Tax Exempt Bond Development** and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
   - ☑️ Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

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

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

   - ☐ Application is a **Tax Exempt Bond Development** and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).
   - ☐ Application is **Direct Loan not layered with Housing Tax Credits** and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

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

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

     - Yes
     - 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.

     - Yes
     - 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).**
2019 HTC
Full Application

Part 3 Tab 19

Development Activities Part II
**Development Activities II**

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

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

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

- 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 14 percent of all low-income units at 50% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30%**
  - Direct Loan Points: 0

- **At least 5 percent of all low-income Units at 30% or less of AMGI**
  - Direct Loan Points: 0

  In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* **Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will not appear on the Self Score tab.**

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

- **Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.**
  - **Points claimed:** 9

<table>
<thead>
<tr>
<th>Number of 30% Units used to score points under §11.9(c)(2)*</th>
<th>CHECK YOUR MATH!</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td></td>
</tr>
</tbody>
</table>

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

- **Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA**
  - The Average Income for the proposed Development will be 54% or lower (16 points).
  - The Average Income for the proposed Development will be 55% or lower (14 points).
  - The Average Income for the proposed Development will be 56% or lower (12 points).

**OR**

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

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

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

Mark *only one* box below:

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

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

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

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

- [ ] Supportive Housing Development proposed by a Qualified Nonprofit  
- [X] All other Developments.  
- [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.

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

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

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

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

Existing Development Name: **Lakeview Pointe Apartments**  
TDHCA #: **18376**

- [X] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.  
OR

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

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

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

- [ ] 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

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

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

- [ ] 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:

2/28/2019
Mark any of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

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

<table>
<thead>
<tr>
<th>Application</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>6</td>
</tr>
<tr>
<td>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>2</td>
</tr>
<tr>
<td>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td>0</td>
</tr>
<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 3 Tab 19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Property Condition Standards Certification**

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

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

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

**Lead Based Paint**

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

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

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

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

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

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

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

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

**Environmental**

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

**Energy and Water Conservation**

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

**Procurement of Recovered Materials**

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

**Housing Standards for Assisted Units**

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

**Eligibility and Threshold Certification**

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

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

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

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

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

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

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

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

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

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

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

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

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

Management Practices Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

PRINTED NAME

Title

Date

The State of Texas

COUNTY OF Dallas

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

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

(Seal)

TIFFANY RACHEL STAFFORD
Notary Public, State of Texas
Comm. Expires 10-31-2022
Notary ID 131779761

Notary Public Signature
This Tab is Not Applicable
2019 HTC
Full Application

Part 3 Tab 20

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

Part 3 Tab 21

Occupied Developments
This Tab is Not Applicable
2019 HTC
Full Application

Part 3 Tab 22

Architectural Drawings
In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [v] Print As Image 300dpi > OK

- Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)).

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

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

- For Supportive Housing only, specification of space to be used for 75 sq ft/unit common 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.
## Hammock Creek Apartments

### In Kennedale, Texas

#### Building Types

<table>
<thead>
<tr>
<th>Type</th>
<th>Units</th>
<th># Bldg 1</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>C-NC</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Building Tabulation

<table>
<thead>
<tr>
<th>Type</th>
<th>Bldg Area</th>
<th>Total Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>28,000</td>
<td>28,000</td>
</tr>
<tr>
<td>B</td>
<td>28,000</td>
<td>28,000</td>
</tr>
<tr>
<td>C-NC</td>
<td>23,186</td>
<td>23,186</td>
</tr>
<tr>
<td>TOTAL</td>
<td>109,266</td>
<td>109,266</td>
</tr>
</tbody>
</table>

#### Parking

- 187 Spaces
- 30 Spaces
- 10 Spaces
- 18 Spaces
- 108 Spaces

#### Average Unit Size

- 556.50 S.F.
- 7.964 Acres
- 13.44 Units/Acre

### Code of Ordinances

- 2015 International Building Code with local amendments
- 2015 International Mechanical Code with local amendments
- 2015 International Plumbing Code with local amendments
- 2015 International Fuel Gas Code with local amendments
- 2015 International Fire Code with local amendments
- 2015 International Energy Conservation Code with local amendments
- 2015 International Fire and Life Safety Code with local amendments
- Affirmative action or local policies
- 2014 National Electrical Code
- 2014 National Electrical Code with local amendments

### Latest Issue Date

- 02-21-19

### Project Contact Information

- Owner/Developer: BGO Architects
- Architect: BGO Architects
- Location: Kennedale, Texas
- 9320 San Tan Drive
- P.O. Box 980741
- Dallas, TX 75298-8074
- V: 214-520-8978

### Plan Number

- A00
2019 HTC
Full Application

Part 3 Tab 23

Specifications and
Building/Unit Type Configuration
and
Tab 23a, 23b, 23c Forms
### Specifications and Building/Unit Type Configuration

Unit types should be entered from smallest to largest based on "# of Bedrooms" and "Sq. Ft. Per Unit." "Unit Label" should correspond to the unit label or name used on the unit floor plan. "Building Label" should conform to the building label or name on the building floor plan. The total number of units per unit type and totals for "Total # of Units" and "Total Sq Ft for Unit Type" should match the rent schedule and site plan. If additional building types are needed, they are available by un-hiding columns Q through AA, and rows 51 through 79.

### Specifications and Amenities (check all that apply)

- Single Family Construction
- SRO
- Transitional (per 642((4)(b)))
- Duplex
- Fourplex
- X > 4 Units Per Building
- Townhome

### Development will have:

- Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

### Number of Parking Spaces (consistent with Architectural Drawings):

- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

### Floor Composition/Wall Height:

- 100% Carpet/Vinyl/Resilient Flooring
- 9’ Ceiling Height
- 0% Ceramic Tile
- Upper Floor(s) Ceiling Height (Townhome Only)
- 0% Other

### Unit Types

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>671</td>
<td>4</td>
<td>9</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>804</td>
<td>2</td>
<td>15</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>B1</td>
<td>1</td>
<td>1</td>
<td>936</td>
<td>16</td>
<td>9</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>C1</td>
<td>1</td>
<td>1</td>
<td>1,129</td>
<td>223</td>
<td>4</td>
<td>1,074</td>
<td>1,074</td>
</tr>
</tbody>
</table>

| Totals    | 26            | 33         | 24              | 24                  | -                           | -               | -                        | -  | -                      |

### Supportive Housing Applicants Only

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

- Ensure that this number matches your architectural drawings.

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

The lesser of these two numbers added to NRA:

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

If a revised form is submitted, date of submission:

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

Net Rentable Square Footage from Rent Schedule

UNIT SIZES AND/OR UNIT TYPES BETWEEN THIS EXHIBIT AND THE RENT SCHEDULE DO NOT MATCH.

5940

2/29/2019
### Specifications and Amenities (check all that apply)

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

**Development will have:**
- [x] Fire Sprinklers
- [ ] Elevators
- [ ] # of Elevators
- [ ] Wt. Capacity

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Free Paid
  - Shed or Flat Roof Carport Spaces
  - Detached Garage Spaces
  - Attached Garage Spaces
  - Uncovered Spaces
  - Structured Parking Garage Spaces

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

### Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of Bed rooms</th>
<th># of Bath s</th>
<th>Sq. Ft. Per Unit</th>
<th># of Stories</th>
<th>Building Label</th>
<th>Number of Buildings</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>671</td>
<td>4</td>
<td>A</td>
<td>1</td>
<td>19</td>
<td>12,749</td>
</tr>
<tr>
<td>A1</td>
<td>1</td>
<td>1</td>
<td>671</td>
<td>4</td>
<td>A</td>
<td>1</td>
<td>19</td>
<td>12,749</td>
</tr>
<tr>
<td>A2</td>
<td>1</td>
<td>1</td>
<td>804</td>
<td>2</td>
<td>A</td>
<td>1</td>
<td>2</td>
<td>1,608</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>1</td>
<td>916</td>
<td>4</td>
<td>A</td>
<td>1</td>
<td>43</td>
<td>39,388</td>
</tr>
<tr>
<td>C1</td>
<td>3</td>
<td>2</td>
<td>1,129</td>
<td>16</td>
<td>A</td>
<td>1</td>
<td>43</td>
<td>48,547</td>
</tr>
<tr>
<td>Totals</td>
<td>26</td>
<td>33</td>
<td>24</td>
<td>24</td>
<td></td>
<td></td>
<td>107</td>
<td>102,292</td>
</tr>
</tbody>
</table>

**Net Rentable Square Footage from Rent Schedule**

Net Rental Square Footage from Rent Schedule: 102,292

**Supportive Housing Applicants Only**

- Enter the total development common area from the architect’s plans:
- Ensure that this number matches your architectural drawings:
- Note revised definition of "Common Area" at 10 TAC §11.1(d)(22).
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is: 8,025
- The lesser of these two numbers added to NRA:
  - [ ] Use this number to figure points under 11.9(e)(2)
  - Total: 10,292

If a revised form is submitted, date of submission: 4/22/19
**Accessible Hearing/Visual Units Calculation**

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

### Hearing/Visual Units Required

<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>107</td>
<td>2%</td>
<td>2.14</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A1</td>
<td>19</td>
<td>2%</td>
<td>0.38</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>A2</td>
<td>2</td>
<td>2%</td>
<td>0.04</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1</td>
<td>43</td>
<td>2%</td>
<td>0.86</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C1</td>
<td>43</td>
<td>2%</td>
<td>0.86</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td></td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>107</td>
<td></td>
<td>2.14</td>
<td>4</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</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</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></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: ____________________________

Signature

______________________________

Printed Name

______________________________

Date

______________________________

Firm Name (If applicable)
**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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>19</td>
<td>5%</td>
<td>0.95</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A2</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1</td>
<td>43</td>
<td>5%</td>
<td>2.15</td>
<td>2.15</td>
<td>2</td>
</tr>
<tr>
<td>C1</td>
<td>43</td>
<td>5%</td>
<td>2.15</td>
<td>2.15</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>107</td>
<td>5%</td>
<td>5.35</td>
<td>6</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></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 8)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1)</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;</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</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: ___________________________  
Signature

______________________________  
Printed Name

______________________________  
Date

______________________________  
Firm Name (If applicable)
# 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>1/1 (671 sqft)</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (916 sqft)</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1,129 sqft)</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

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

**EXAMPLE:**

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10c)</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>Total</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Printed Name: [Name]

Firm Name (If applicable): [Name]

Date: [Date]

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 shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required ( Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (671 sqft)</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (916 sqft)</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,129 sqft)</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2%</td>
<td>0.06</td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

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

## EXAMPLE

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

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

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

By: [Signature]  [Printed Name]
Date: [2/28/2019]  Firm Name (If applicable)  [Architect]
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></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: 107
Total surface parking spaces: 223
Total carports: 0
Total garages: 0

Total parking spaces of all types: Calculated from above: 223
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 0
Total of all types of parking spaces that serve dwelling units: Calculated from above: 223
APSSs 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: 116
APSSs required in excess of one per mobility accessible unit: Calculated from above: 3

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: 6
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

APSSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: Calculated from above: 2
Minimum number of surface parking spaces that must be van APSs: Calculated from above: 1
Minimum number of carports that must be van APSs:
Minimum number of garages that must be van APSs:

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)
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types **AND** the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired **and an additional 2%** must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (829)</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (964)</td>
<td>46</td>
<td>5%</td>
<td>2.3</td>
<td>2.3</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1189)</td>
<td>46</td>
<td>5%</td>
<td>2.3</td>
<td>2.3</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></td>
<td></td>
<td>5.6</td>
<td>5.6</td>
<td>6</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)</td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10c)</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; 1)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>68</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: [Signature]

Printed Name: [Name]

Firm Name (If applicable): [Firm Name]

Date: 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 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></td>
<td>2%</td>
<td>0.00</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1/1 (829)</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (964)</td>
<td>46</td>
<td>2%</td>
<td>0.92</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1189)</td>
<td>46</td>
<td>2%</td>
<td>0.92</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>112</td>
<td>2.24</td>
<td>3</td>
<td>4</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></td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Printed Name: [Printed Name]

Date: 28 FEB 19

Firm Name (If applicable)

2/28/2019
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, "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 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:
112

Total surface parking spaces:
129

Total carports:
71

Total garages:
47

Total parking spaces of all types:
Calculated from above:
247

Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):
Calculated on prior page:
0

Total of all types of parking spaces that serve dwelling units:
Calculated from above:
247

APSS 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:
135

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

Total APSs required (including dwelling units and facilities/amenities):
Calculated from above:
9

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:
6

Minimum number of carports that must be APSs:
2

Number of garages that must be APSs:
1

APSSs that Must Be Van Spaces

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

Minimum number of surface parking spaces that must be van APSs:
Calculated from above:
1

Minimum number of carports that must be van APSs:
Calculated from above:
1

Minimum number of garages that must be van APSs:
Calculated from above:
1

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

Signature

Printed Name

Date:
29th Apr

Firm Name (if applicable)
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>107</td>
<td>5%</td>
<td>5.35</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>A1 1/1</td>
<td>19</td>
<td>5%</td>
<td>0.95</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>A2 1/1</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1 2/2</td>
<td>43</td>
<td>5%</td>
<td>2.15</td>
<td>2.15</td>
<td>2</td>
</tr>
<tr>
<td>C1 3/2</td>
<td>43</td>
<td>5%</td>
<td>2.15</td>
<td>2.15</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>107</td>
<td>5%</td>
<td>5.35</td>
<td>6.3</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"*

<table>
<thead>
<tr>
<th>EXAMPLE:</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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 880)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1)</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;</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>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]  [Printed Name]

Date: 4/23/19

Firm Name (If applicable)
# 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>107</td>
<td>2%</td>
<td>2.14</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>A1 1/1</td>
<td>19</td>
<td>2%</td>
<td>0.38</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>A2 1/1</td>
<td>2</td>
<td>2%</td>
<td>0.04</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>B1 2/2</td>
<td>43</td>
<td>2%</td>
<td>0.86</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C1 3/2</td>
<td>43</td>
<td>2%</td>
<td>0.86</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

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

## EXAMPLE

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

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

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

By: [Signature]  [Printed Name]  [Firm Name (If applicable)]

Date: 23 April, 2019
1. The option agreement expiration dates were extended multiple times and contracts were executed on February 28, 2019. Please find those documents attached. Site control was maintained through the entire application acceptance period and is still valid.

2. Please find a revised plan for the leasing center/club that includes dimensions.

3. There are 223 total surface parking spaces with no carports or garages. Please find a revised Site Plan with 11 total accessible parking spaces.

4. Please find Tab 23 accessibility forms.

5. Please find a revised Annual Operating Expenses.

6. The total site work cost stated at the bottom of Column G on the signed site work form includes Engineering and Architectural (E/A) costs detailed in Column F. Those E/A costs were already accounted for and included in the Development Cost Schedule under soft costs in the appropriate line item(s). Therefore, the sum total of the site work costs ($2,133,492) detailed in Column D match up with the sum total of site work costs ($2,006,492) plus fencing ($127,000) detailed in the Development Cost Schedule.

7. Please find a revised Site Design Report uploaded separately that has unit total corrections in red and the site plan statement added.
Accessible Parking Calculation
Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>leasing center and amenities at building</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>trash</td>
<td>1</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: 2
## 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>107</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>223</td>
</tr>
<tr>
<td>Total carports:</td>
<td>0</td>
</tr>
<tr>
<td>Total garages:</td>
<td>0</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>223</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>2</td>
</tr>
<tr>
<td>Calculated on prior page:</td>
<td></td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>221</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>6</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>114</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>3</td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities):</td>
<td></td>
</tr>
<tr>
<td>Calculated from above:</td>
<td>11</td>
</tr>
</tbody>
</table>

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

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

- Minimum number of surface parking spaces (include dwelling unit and amenity spaces) that must be APSs: 11
- 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: 2
- Minimum number of carports that must be van APSs: 0
- Minimum number of garages that must be van APSs: 0

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

---

Signature: [Signature]

Date: 23 April 2019

Printed Name: [Printed Name]

Firm Name (If applicable): [Firm Name]
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]

Date

Printed Name

License Number and State

Firm Name (If applicable)
Additional Architect Statement

As referenced in the 2019 Architect Certification, this Additional Architect Statement includes the following:

1. The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as shown in the following calculation forms and in the Architectural Plans contained in this Application. A minimum of 5% of all dwelling units will be designed and built to be accessible for persons with mobility impairments and a minimum of 2% of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. The calculation forms include the total number of units, number and description of unit types, and number of units of each type that will meet accessibility requirements. This statement confirms that accessible units are distributed across unit types and also the development site as shown in the architectural plans.

2. Regardless of building type, all units accessed by the ground floor or by elevator ("affected units") meet the requirements of 10 TAC §11.101(b)(8)(B). The statement confirms that the proposed development complies with visitability requirements per Fair Housing Act Design Manual standards and includes the following:

   (i) All common use facilities are in compliance with the Fair Housing Design Act Manual;

   (ii) As required by the Fair Housing Design Act Manual, there is an accessible or exempt route from common use facilities to the "affected units" as shown on the architectural site plan; and

   (iii) Each "affected unit" includes the following features:

      (I) at least one zero-step, accessible entrance;

      (II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath complies with one of the specifications set forth in the Fair Housing Act Design Manual;

      (III) the bathroom or half-bath will have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;

      (IV) there is an accessible route from the entrance to the bathroom or half-bath, and the entrance and bathroom will provide usable width; and

      (V) light switches, electrical outlets, and thermostats on the entry level will be at accessible heights.

By: [Signature]

Date: [20__-__-__]

Printed Name: [Signature]
2019 HTC
Full Application

Part 4 Tab 24

Rent Schedule
<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat'l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>671</td>
<td>1,342</td>
<td>423</td>
<td>43</td>
<td>380</td>
<td>760</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td>1</td>
<td>1.0</td>
<td>671</td>
<td>1,342</td>
<td>705</td>
<td>43</td>
<td>662</td>
<td>1,324</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4</td>
<td>1</td>
<td>1.0</td>
<td>671</td>
<td>2,684</td>
<td>846</td>
<td>43</td>
<td>803</td>
<td>3,212</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11</td>
<td>1</td>
<td>1.0</td>
<td>671</td>
<td>7,381</td>
<td></td>
<td></td>
<td>846</td>
<td>9,306</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>804</td>
<td>804</td>
<td>423</td>
<td>43</td>
<td>380</td>
<td>380</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>804</td>
<td>804</td>
<td>705</td>
<td>43</td>
<td>662</td>
<td>662</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>2</td>
<td>2.0</td>
<td>916</td>
<td>2,748</td>
<td>507</td>
<td>56</td>
<td>451</td>
<td>1,353</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>13</td>
<td>2</td>
<td>2.0</td>
<td>916</td>
<td>11,908</td>
<td>846</td>
<td>56</td>
<td>790</td>
<td>10,270</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17</td>
<td>2</td>
<td>2.0</td>
<td>916</td>
<td>15,572</td>
<td>1,015</td>
<td>56</td>
<td>959</td>
<td>16,303</td>
</tr>
<tr>
<td>MR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
<td>2</td>
<td>2.0</td>
<td>916</td>
<td>9,160</td>
<td></td>
<td></td>
<td>1,015</td>
<td>10,150</td>
</tr>
<tr>
<td>TC 30%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3</td>
<td>3</td>
<td>2.0</td>
<td>1129</td>
<td>3,387</td>
<td>586</td>
<td>70</td>
<td>516</td>
<td>1,548</td>
</tr>
<tr>
<td>TC 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>19</td>
<td>3</td>
<td>2.0</td>
<td>1129</td>
<td>21,451</td>
<td>978</td>
<td>70</td>
<td>908</td>
<td>17,252</td>
</tr>
<tr>
<td>TC 60%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21</td>
<td>3</td>
<td>2.0</td>
<td>1129</td>
<td>23,709</td>
<td>1,173</td>
<td>70</td>
<td>1,103</td>
<td>23,163</td>
</tr>
</tbody>
</table>

**TOTAL**

- **Non Rental Income**
  - per unit/month for: late fees, app fees, NSF fees  
  - per unit/month for: retained deposits and interest income

**POTENTIAL GROSS MONTHLY INCOME**

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (7,337)

- Rental Concessions (*enter as a negative number*) Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME**

- 12 = EFFECTIVE GROSS ANNUAL INCOME 1,085,835

If a revised form is submitted, date of submission: **2/28/2019**
<table>
<thead>
<tr>
<th></th>
<th>% of LI</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>8%</td>
</tr>
<tr>
<td>TC40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC50%</td>
<td>41%</td>
<td>33%</td>
</tr>
<tr>
<td>TC60%</td>
<td>49%</td>
<td>30%</td>
</tr>
<tr>
<td>TC70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TC80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB20%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB40%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB50%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB60%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB70%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB80%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTC Li Total</td>
<td>86</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>24%</td>
<td>20%</td>
</tr>
<tr>
<td>MR Total</td>
<td>20%</td>
<td>21</td>
</tr>
<tr>
<td>Total HTC Units</td>
<td>107</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>20%</td>
<td>21</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>National Housing Trust Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HTF30%</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>HTF Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>OTHER</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>BOND</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRBMR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MORTGAGE REVENUE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MRB MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MRB Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>107</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>MR Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Direct Loan Total</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>OTHER</td>
<td>0</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>21</td>
<td>21</td>
</tr>
<tr>
<td>2</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td>3</td>
<td>43</td>
<td>43</td>
</tr>
<tr>
<td>4</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

| NATIONAL HOUSING TRUST FUND |         |            |
| HTF30% | 0       | 0          |
| HTF Li Total | 0    | 0          |
| MR | 0       | 0          |
| MR Total | 0     | 0          |
| HTF Total | 0     | 0          |

**Rent Schedule (Continued)**

**ACQUISITION + HARD**
- Cost Per Sq Ft $123.67

**HARD**
- Cost Per Sq Ft $123.67

**BUILDING**
- Cost Per Sq Ft $84.34

**DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.**
2019 HTC
Full Application

Part 4 Tab 25

Utility Allowances
### Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$10</td>
<td>$12</td>
<td>$14</td>
<td></td>
<td></td>
<td>HUD Utility Model</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 3</td>
<td>$ 5</td>
<td>$ 6</td>
<td></td>
<td></td>
<td>2/27/2019</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$12</td>
<td>$17</td>
<td>$22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 8</td>
<td>$12</td>
<td>$15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 8</td>
<td>$10</td>
<td>$12</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Paid by Tenant:**

$ - $ 42.0 $ 56.0 $ 69.0 $ -

**(Other (Describe))**

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

2/28/2019
February 26, 2019

Kit Sarai
Sarah Anderson Consulting
Austin, TX
kit@sarahandersonconsulting.com

RE: 2019 HTC Application – proposed site located in Kennedale, Texas

Dear Mr. Sarai:

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

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

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 26, 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 Carolyn Metzger toll free in Texas at (800) 643-8204, directly at (512) 475-3802, or email: carolyn.metzger@tdhca.state.tx.us.

Sincerely,

Carolyn Metzger
Compliance Monitor
## Allowances for Tenant-Furnished Utilities and Other Services

**Locality:** Hammack Creek Apartments  
**Green Discount:** None  
**Unit Type:** Larger Apartment Bldgs. (5+ units)  
**Date (mm/dd/yyyy):** 2/26/2019

<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><strong>Space Heating</strong></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>$9.41</td>
<td>$10.47</td>
<td>$12.27</td>
<td>$14.07</td>
<td>$15.87</td>
<td>$17.67</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><strong>Cooking</strong></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>$2.78</td>
<td>$3.27</td>
<td>$4.74</td>
<td>$6.20</td>
<td>$7.66</td>
<td>$9.12</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>$10.50</td>
<td>$12.35</td>
<td>$17.19</td>
<td>$22.02</td>
<td>$26.85</td>
<td>$31.69</td>
</tr>
<tr>
<td><strong>Air Conditioning</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td>$7.09</td>
<td>$8.34</td>
<td>$11.56</td>
<td>$14.78</td>
<td>$18.01</td>
<td>$21.23</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>$6.41</td>
<td>$7.55</td>
<td>$9.63</td>
<td>$11.71</td>
<td>$13.80</td>
<td>$15.88</td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water Heating</strong></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>$6.41</td>
<td>$7.55</td>
<td>$9.63</td>
<td>$11.71</td>
<td>$13.80</td>
<td>$15.88</td>
</tr>
<tr>
<td>Fuel Oil</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sewer</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trash Collection</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Range/Microwave</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Refrigerator</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other - specify</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$36.20</td>
<td>$41.98</td>
<td>$55.38</td>
<td>$68.79</td>
<td>$82.19</td>
<td>$95.59</td>
</tr>
<tr>
<td><strong>Total Allowance (Rounded Up)</strong></td>
<td>$37.00</td>
<td>$42.00</td>
<td>$56.00</td>
<td>$69.00</td>
<td>$83.00</td>
<td>$96.00</td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 4 Tab 26

Annual Operating Expenses
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$12,428</td>
</tr>
<tr>
<td>Advertising</td>
<td>$13,622</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$860</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$4,302</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$4,357</td>
</tr>
<tr>
<td>Telephone</td>
<td>$5,927</td>
</tr>
<tr>
<td>Other</td>
<td>$3,658</td>
</tr>
</tbody>
</table>

**Total General & Administrative Expenses:** $45,154

### Management Fee

- Percent of Effective Gross Income: 4.00%  
  - Total: $43,433

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$75,612</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$66,377</td>
</tr>
<tr>
<td>Other</td>
<td>$3,440</td>
</tr>
</tbody>
</table>

**Total Payroll, Payroll Tax & Employee Benefits:** $141,989

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$4,872</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$14,808</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$14,235</td>
</tr>
<tr>
<td>Repairs</td>
<td>$19,776</td>
</tr>
<tr>
<td>Pool</td>
<td>$6,688</td>
</tr>
<tr>
<td>Other</td>
<td>$3,821</td>
</tr>
</tbody>
</table>

**Total Repairs & Maintenance:** $64,200

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$21,400</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$57,352</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Utilities:** $78,752

### Property Taxes

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate</td>
<td>9.50%</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$156,459</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Property Taxes:** $156,459

### Reserve for Replacements

- Annual reserves per unit: $250  
  - Total: $26,750

### Other Expenses

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$3,440</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>
</tbody>
</table>

**Total Other Expenses:** $3,440

### TOTAL ANNUAL EXPENSES

- Expense per unit: $5550  
  - Total: $593,825

### NET OPERATING INCOME (before debt service)

- $492,010

### Annual Debt Service

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dougherty Mortgage</td>
<td>$407,092</td>
</tr>
<tr>
<td>MIP</td>
<td>$18,338</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL DEBT SERVICE:** $425,429

**Debt Coverage Ratio:** 1.16

**NET CASH FLOW:** $66,581

If a revised form is submitted, date of submission: 2/28/2019
### ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>General &amp; Administrative Expenses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$12,428</td>
</tr>
<tr>
<td>Advertising</td>
<td>$13,622</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$860</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$4,302</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$4,357</td>
</tr>
<tr>
<td>Telephone</td>
<td>$5,927</td>
</tr>
<tr>
<td>Other</td>
<td>$3,658</td>
</tr>
<tr>
<td><strong>Total General &amp; Administrative Expenses:</strong></td>
<td><strong>$45,154</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Fee:</th>
<th>Percent of Effective Gross Income:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4.00%</td>
<td>$43,433</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payroll, Payroll Tax &amp; Employee Benefits</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$75,612</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$66,377</td>
</tr>
<tr>
<td>Other</td>
<td>$3,821</td>
</tr>
<tr>
<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
<td><strong>$141,989</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Repairs &amp; Maintenance</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$4,872</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$14,235</td>
</tr>
<tr>
<td>Grounds</td>
<td>$19,776</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$6,688</td>
</tr>
<tr>
<td>Pool</td>
<td>$3,821</td>
</tr>
<tr>
<td>Other</td>
<td>$3,821</td>
</tr>
<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
<td><strong>$64,200</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Utilities (Enter Only Property Paid Expense)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$21,400</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$21,400</td>
</tr>
<tr>
<td>Trash</td>
<td>$21,400</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$57,352</td>
</tr>
<tr>
<td>Other</td>
<td>$3,821</td>
</tr>
<tr>
<td><strong>Total Utilities:</strong></td>
<td><strong>$78,752</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Property Insurance: Rate per net rentable square foot:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.33</td>
<td>$33,648</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Taxes:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate: 9.50% Source: Tarrant</td>
<td>$156,459</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$156,459</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Property Taxes:</strong></td>
<td><strong>$156,459</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reserve for Replacements: Annual reserves per unit:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$250</td>
<td>$26,750</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Expenses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$2,245</td>
</tr>
<tr>
<td>Supportive Services (Staffing/Contracted Services)</td>
<td>$1,125</td>
</tr>
<tr>
<td>TDHCA Compliance fees ($40/HTC unit)</td>
<td>$3,440</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
<td>$3,440</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
<td>$3,440</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$2,245</td>
</tr>
<tr>
<td>Security</td>
<td>$2,245</td>
</tr>
<tr>
<td>Other</td>
<td>$2,245</td>
</tr>
<tr>
<td><strong>Total Other Expenses:</strong></td>
<td><strong>$3,440</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ANNUAL EXPENSES</th>
<th>Expense per unit:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5550</td>
<td>$593,825</td>
<td>$593,825</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debt Coverage Ratio:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.16</td>
<td>$425,429</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET CASH FLOW</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$66,581</td>
<td>$66,581</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 4/23/2019

MIP Tarrant

TDHCA Direct Loan Compliance Fees ($34/MDL unit)

TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)

Bond Trustee Fees

Security

Other

Total Other Expenses: $3,440

TOTAL ANNUAL DEBT SERVICE

DEBT SERVICE

Dougherty Mortgage $407,092

MIP $18,338

INT $0

TOTAL ANNUAL DEBT SERVICE: $425,429

NET CASH FLOW: $66,581
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,148,196</td>
<td>$1,171,160</td>
<td>$1,194,583</td>
<td>$1,218,475</td>
<td>$1,242,844</td>
<td>$1,372,201</td>
<td>$1,515,020</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$ 25,680</td>
<td>$ 26,194</td>
<td>$ 26,717</td>
<td>$ 27,252</td>
<td>$ 27,797</td>
<td>$ 30,690</td>
<td>$ 33,884</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,112,516</td>
<td>$1,144,966</td>
<td>$1,167,866</td>
<td>$1,191,223</td>
<td>$1,214,591</td>
<td>$1,341,511</td>
<td>$1,481,136</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,084,475</td>
<td>$1,136,088</td>
<td>$1,165,908</td>
<td>$1,187,799</td>
<td>$1,209,295</td>
<td>$1,336,215</td>
<td>$1,465,968</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>$45,154</td>
<td>$46,509</td>
<td>$47,904</td>
<td>$49,341</td>
<td>$50,821</td>
<td>$58,916</td>
<td>$68,299</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$ 43,433</td>
<td>$ 44,302</td>
<td>$ 45,188</td>
<td>$ 46,092</td>
<td>$ 47,014</td>
<td>$ 51,907</td>
<td>$ 57,309</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$141,989</td>
<td>$146,249</td>
<td>$150,636</td>
<td>$155,155</td>
<td>$159,810</td>
<td>$185,263</td>
<td>$214,771</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$ 64,200</td>
<td>$ 66,126</td>
<td>$ 68,110</td>
<td>$ 70,153</td>
<td>$ 72,258</td>
<td>$ 83,766</td>
<td>$ 97,108</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$ 21,400</td>
<td>$ 22,042</td>
<td>$ 22,703</td>
<td>$ 23,384</td>
<td>$ 24,086</td>
<td>$ 27,922</td>
<td>$ 32,369</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$ 57,352</td>
<td>$ 59,073</td>
<td>$ 60,845</td>
<td>$ 62,670</td>
<td>$ 64,550</td>
<td>$ 74,831</td>
<td>$ 86,750</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$ 33,648</td>
<td>$ 34,657</td>
<td>$ 35,697</td>
<td>$ 36,768</td>
<td>$ 37,871</td>
<td>$ 43,903</td>
<td>$ 50,896</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ 156,459</td>
<td>$ 161,153</td>
<td>$ 165,987</td>
<td>$ 170,967</td>
<td>$ 176,096</td>
<td>$ 204,144</td>
<td>$ 236,658</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$ 26,750</td>
<td>$ 27,553</td>
<td>$ 28,379</td>
<td>$ 29,230</td>
<td>$ 30,107</td>
<td>$ 34,903</td>
<td>$ 40,462</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$ 3,440</td>
<td>$ 3,543</td>
<td>$ 3,649</td>
<td>$ 3,759</td>
<td>$ 3,872</td>
<td>$ 4,488</td>
<td>$ 5,203</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$593,825</td>
<td>$611,206</td>
<td>$629,099</td>
<td>$647,520</td>
<td>$666,485</td>
<td>$770,044</td>
<td>$889,827</td>
</tr>
</tbody>
</table>

| NET OPERATING INCOME                         | $492,010    | $496,346    | $500,604    | $504,777    | $508,858    | $527,630    | $542,910    |

<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>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</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>$66,581</td>
<td>$70,917</td>
<td>$75,175</td>
<td>$79,348</td>
<td>$83,429</td>
<td>$102,201</td>
<td>$117,481</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$66,581</td>
<td>$137,498</td>
<td>$212,673</td>
<td>$292,020</td>
<td>$375,449</td>
<td>$839,524</td>
<td>$1,388,728</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.24</td>
<td>1.28</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 (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 $111.9a(1) relating to Financial Feasibility)

**Jeffrey L. Rogers**  
Printed Name: 2-27-19  
Phone: 214-207-7030  
Email: trogers@doughertymarkets.com

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

**Signature, Authorized Representative, Syndicator**

Date: 2/28/2019

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

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

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,148,196</td>
<td>$1,171,160</td>
<td>$1,194,583</td>
<td>$1,218,475</td>
<td>$1,242,844</td>
<td>$1,372,201</td>
<td>$1,515,020</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$25,580</td>
<td>$26,194</td>
<td>$26,717</td>
<td>$27,252</td>
<td>$27,797</td>
<td>$30,690</td>
<td>$33,884</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,173,876</td>
<td>$1,197,354</td>
<td>$1,221,301</td>
<td>$1,245,727</td>
<td>$1,270,641</td>
<td>$1,492,890</td>
<td>$1,548,904</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($88,041)</td>
<td>($88,902)</td>
<td>($91,598)</td>
<td>($93,429)</td>
<td>($95,295)</td>
<td>($105,217)</td>
<td>($116,168)</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>$1,085,835</td>
<td>$1,107,552</td>
<td>$1,129,793</td>
<td>$1,152,297</td>
<td>$1,175,343</td>
<td>$1,297,674</td>
<td>$1,432,737</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>$45,154</td>
<td>$46,509</td>
<td>$47,904</td>
<td>$49,341</td>
<td>$50,821</td>
<td>$56,916</td>
<td>$58,299</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$43,433</td>
<td>$44,302</td>
<td>$45,188</td>
<td>$46,092</td>
<td>$47,014</td>
<td>$49,870</td>
<td>$57,309</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$141,989</td>
<td>$146,249</td>
<td>$150,636</td>
<td>$155,155</td>
<td>$159,810</td>
<td>$185,263</td>
<td>$214,771</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$6,420</td>
<td>$6,612</td>
<td>$6,810</td>
<td>$7,013</td>
<td>$7,225</td>
<td>$8,376</td>
<td>$9,708</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,400</td>
<td>$22,042</td>
<td>$22,703</td>
<td>$23,384</td>
<td>$24,086</td>
<td>$27,922</td>
<td>$32,369</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$57,352</td>
<td>$59,073</td>
<td>$60,845</td>
<td>$62,670</td>
<td>$64,550</td>
<td>$74,831</td>
<td>$86,750</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$33,648</td>
<td>$34,657</td>
<td>$35,697</td>
<td>$36,768</td>
<td>$37,871</td>
<td>$43,903</td>
<td>$50,896</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$156,459</td>
<td>$161,153</td>
<td>$165,987</td>
<td>$170,967</td>
<td>$176,096</td>
<td>$204,144</td>
<td>$236,658</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,750</td>
<td>$27,593</td>
<td>$28,379</td>
<td>$29,230</td>
<td>$30,107</td>
<td>$34,903</td>
<td>$40,462</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,440</td>
<td>$3,543</td>
<td>$3,649</td>
<td>$3,759</td>
<td>$3,872</td>
<td>$4,488</td>
<td>$5,203</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$593,825</td>
<td>$611,206</td>
<td>$629,099</td>
<td>$647,520</td>
<td>$666,485</td>
<td>$770,044</td>
<td>$889,827</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$492,010</td>
<td>$496,346</td>
<td>$500,604</td>
<td>$504,777</td>
<td>$508,858</td>
<td>$527,630</td>
<td>$542,910</td>
</tr>
</tbody>
</table>

<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>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</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>$66,581</td>
<td>$70,937</td>
<td>$75,175</td>
<td>$79,348</td>
<td>$83,429</td>
<td>$102,201</td>
<td>$117,481</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$66,581</td>
<td>$137,498</td>
<td>$212,673</td>
<td>$292,020</td>
<td>$375,449</td>
<td>$539,524</td>
<td>$1,388,728</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.24</td>
<td>1.28</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 formas, 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

______________________________  ______________________________  ______________________________
Printed Name  Phone:  Email:

__________________  ______________________________
Date  Printed Name

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

2/28/2019
2019 HTC Full Application

Part 4 Tab 28

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

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity</td>
<td>Labor or Unit Price</td>
<td>Materials or # of Units</td>
<td>Total Construction Costs</td>
<td>Acquisition Costs</td>
<td>Engineering / Architectural Costs</td>
<td>Total Activity Costs</td>
</tr>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Lines 35-37 Hidden**

**Total** $ -

Signature of Registered Engineer responsible for Budget Justification

Printed Name

Date

Seal

If a revised form is submitted, date of submission: 2/28/2019
2019 HTC
Full Application

Part 4 Tab 29

Site Work Cost Breakdown
Site Work Cost Breakdown Hammack Creek Apartments, Kennedale, Tx.

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

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

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>A. Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-Site Sanitary Sewer</td>
<td>$78,202.00</td>
<td>78203</td>
<td>$156,405.00</td>
<td>Inc</td>
<td>$15,640.50</td>
<td>$172,046</td>
</tr>
<tr>
<td>Lift Station</td>
<td>$87,500.00</td>
<td>87500</td>
<td>$175,000.00</td>
<td>Inc</td>
<td>$17,500.00</td>
<td>$192,500</td>
</tr>
<tr>
<td>On-Site Water</td>
<td>$103,137.00</td>
<td>103138</td>
<td>$206,275.00</td>
<td>Inc</td>
<td>$20,627.50</td>
<td>$226,903</td>
</tr>
<tr>
<td>On-Site Storm Drain</td>
<td>$134,062.00</td>
<td>134063</td>
<td>$268,125.00</td>
<td>Inc</td>
<td>$26,812.50</td>
<td>$294,938</td>
</tr>
<tr>
<td>On-Site Concrete</td>
<td>$15,000.00</td>
<td>15000</td>
<td>$30,000.00</td>
<td>Inc</td>
<td>$3,000.00</td>
<td>$33,000</td>
</tr>
<tr>
<td>On-Site Paving</td>
<td>$355,320.00</td>
<td>355320</td>
<td>$710,640.00</td>
<td>Inc</td>
<td>$71,064.00</td>
<td>$781,704</td>
</tr>
<tr>
<td>Striping</td>
<td>$5,000.00</td>
<td>5000</td>
<td>$10,000.00</td>
<td>Inc</td>
<td>$1,000.00</td>
<td>$11,000</td>
</tr>
<tr>
<td>On-Site Excavation</td>
<td>$174,994.00</td>
<td>174994</td>
<td>$225,179.00</td>
<td>Inc</td>
<td>$22,517.90</td>
<td>$247,697</td>
</tr>
<tr>
<td>Lime Stabilization</td>
<td>$73,656.00</td>
<td>73657</td>
<td>$143,313.00</td>
<td>Inc</td>
<td>$14,331.30</td>
<td>$157,644</td>
</tr>
<tr>
<td>Erosion Control</td>
<td>$9,637.00</td>
<td>9638</td>
<td>$19,275.00</td>
<td>Inc</td>
<td>$1,927.50</td>
<td>$21,203</td>
</tr>
<tr>
<td>Site Lighting</td>
<td>$4,000.00</td>
<td>4000</td>
<td>$8,000.00</td>
<td>Inc</td>
<td>$800.00</td>
<td>$4,800</td>
</tr>
<tr>
<td>Staking</td>
<td>$40,000.00</td>
<td>4280</td>
<td>$44,280.00</td>
<td>Inc</td>
<td>$4,428.00</td>
<td>$48,708</td>
</tr>
<tr>
<td>Fence</td>
<td>$63,000.00</td>
<td>64000</td>
<td>$127,000.00</td>
<td>Inc</td>
<td>$12,700.00</td>
<td>$139,700</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,346,841</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer: 

Printed Name: 

Date: 2/27/2019

If a revised form is submitted, date of submission: 

Seal: 

Mark R. Westfall 
88221
Licensed Professional Engineer
19315 Hammack Creek Apartments  
Full Application Deficiency Response 4/29/19

1. The option agreement expiration dates were extended multiple times and contracts were executed on February 28, 2019. Please find those documents attached. Site control was maintained through the entire application acceptance period and is still valid.

2. Please find a revised plan for the leasing center/club that includes dimensions.

3. There are 223 total surface parking spaces with no carports or garages. Please find a revised Site Plan with 11 total accessible parking spaces.

4. Please find Tab 23 accessibility forms.

5. Please find a revised Annual Operating Expenses.

6. The total site work cost stated at the bottom of Column G on the signed site work form includes Engineering and Architectural (E/A) costs detailed in Column F. Those E/A costs were already accounted for and included in the Development Cost Schedule under soft costs in the appropriate line item(s). Therefore, the sum total of the site work costs ($2,133,492) detailed in Column D match up with the sum total of site work costs ($2,006,492) plus fencing ($127,000) detailed in the Development Cost Schedule.

7. Please find a revised Site Design Report uploaded separately that has unit total corrections in red and the site plan statement added.
### Development Cost Schedule

**TOTAL DEVELOPMENT SUMMARY**

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
<th>Acquisition</th>
<th>New/Rehab.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td>1,600,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>40,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,640,000</td>
<td></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td>$0</td>
<td></td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>225,179</td>
<td></td>
<td>200,000</td>
<td></td>
</tr>
<tr>
<td>Fine grading</td>
<td>143,313</td>
<td></td>
<td>100,000</td>
<td></td>
</tr>
<tr>
<td>On-site concrete</td>
<td>30,000</td>
<td></td>
<td>20,000</td>
<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>710,640</td>
<td></td>
<td>600,000</td>
<td></td>
</tr>
<tr>
<td>On-site utilities</td>
<td>630,805</td>
<td></td>
<td>500,000</td>
<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>10,000</td>
<td></td>
<td>5,000</td>
<td></td>
</tr>
<tr>
<td>lift station, erosion, lighting, staking</td>
<td>256,555</td>
<td></td>
<td>175,000</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$2,006,492</td>
<td></td>
<td>$0</td>
<td>$1,600,000</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>205,500</td>
<td></td>
<td>205,500</td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>192,300</td>
<td></td>
<td>192,300</td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>36,000</td>
<td></td>
<td>36,000</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>127,000</td>
<td></td>
<td>127,000</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$560,800</td>
<td></td>
<td>$0</td>
<td>$560,800</td>
</tr>
</tbody>
</table>

---

**Eligible Basis (If Applicable)**

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:

- **Self Score Total:** 12

---

2/28/2019
## BUILDING COSTS*

<table>
<thead>
<tr>
<th>Category</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>847,913</td>
<td>847,913</td>
</tr>
<tr>
<td>Masonry</td>
<td>267,355</td>
<td>267,355</td>
</tr>
<tr>
<td>Metals</td>
<td>142,092</td>
<td>142,092</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,353,763</td>
<td>2,353,763</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>130,178</td>
<td>130,178</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>265,270</td>
<td>265,270</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>483,097</td>
<td>483,097</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,431,365</td>
<td>1,431,365</td>
</tr>
<tr>
<td>Specialties</td>
<td>95,149</td>
<td>95,149</td>
</tr>
<tr>
<td>Equipment</td>
<td>350,834</td>
<td>350,834</td>
</tr>
<tr>
<td>Furnishings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>990,609</td>
<td>990,609</td>
</tr>
<tr>
<td>Electrical</td>
<td>758,264</td>
<td>758,264</td>
</tr>
</tbody>
</table>

### Individually itemize costs below:

- Detached Community Facilities/Building: 320,639
- Carports and/or Garages: 190,801
- Paint Abatement: 990,609
- Lead-Based Paint Abatement: 990,609
- Asbestos Abatement (Rehabilitation Only): 990,609
- Structured Parking: 990,609
- Commercial Space Costs: 990,609

Subtotal Building Costs Before 11.9(e)(2) = $8,627,329

Voluntary Eligible Building Costs (After 11.9(e)(2))** = $81.89 psf, $8,376,692

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 E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

### TOTAL BUILDING COSTS & SITE WORK

(including site amenities)

<table>
<thead>
<tr>
<th>Description</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contingency</td>
<td>5.00%</td>
<td>$559,731</td>
</tr>
</tbody>
</table>

Subtotal = $11,194,621

TOTAL HARD COSTS = $11,194,621

### OTHER CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.66%</td>
<td>665,648</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td></td>
<td>665,648</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>1.89%</td>
<td>221,883</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td></td>
<td>221,883</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.66%</td>
<td>665,648</td>
</tr>
</tbody>
</table>

### TOTAL CONTRACTOR FEES

Before 11.9(e)(2) = $13,307,531

### TOTAL CONSTRUCTION CONTRACT

Before 11.9(e)(2) = $13,307,531

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))** = $0.00 psf, $0.00

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

2/28/2019
<table>
<thead>
<tr>
<th>SOFT COSTS3</th>
<th>Architectural - Design fees</th>
<th>$309,800</th>
<th>$309,800</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Architectural - Supervision fees</td>
<td>$87,500</td>
<td>$87,500</td>
</tr>
<tr>
<td></td>
<td>Engineering fees</td>
<td>$382,710</td>
<td>$382,710</td>
</tr>
<tr>
<td></td>
<td>Real estate attorney/other legal fees</td>
<td>$175,000</td>
<td>$175,000</td>
</tr>
<tr>
<td></td>
<td>Accounting fees</td>
<td>$60,000</td>
<td>$60,000</td>
</tr>
<tr>
<td></td>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Building permits &amp; related costs</td>
<td>$425,359</td>
<td>$425,359</td>
</tr>
<tr>
<td></td>
<td>Appraisal</td>
<td>$19,500</td>
<td>$19,500</td>
</tr>
<tr>
<td></td>
<td>Market analysis</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td>Environmental assessment</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td></td>
<td>Soils report</td>
<td>$8,600</td>
<td>$8,600</td>
</tr>
<tr>
<td></td>
<td>Survey</td>
<td>$55,000</td>
<td>$55,000</td>
</tr>
<tr>
<td></td>
<td>Hazard &amp; liability insurance</td>
<td>$166,000</td>
<td>$166,000</td>
</tr>
<tr>
<td></td>
<td>Real property taxes</td>
<td>$140,000</td>
<td>$140,000</td>
</tr>
<tr>
<td></td>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FFE</td>
<td>$315,000</td>
<td>$315,000</td>
</tr>
<tr>
<td></td>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td></td>
<td><strong>$2,164,469</strong></td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td>FINANCING:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION LOAN(S)3</td>
<td>Interest</td>
<td>$518,954</td>
<td>$345,969</td>
</tr>
<tr>
<td></td>
<td>Loan origination fees</td>
<td>$112,952</td>
<td>$112,952</td>
</tr>
<tr>
<td></td>
<td>Title &amp; recording fees</td>
<td>$75,000</td>
<td>$75,000</td>
</tr>
<tr>
<td></td>
<td>Closing costs &amp; legal fees</td>
<td>$44,000</td>
<td>$44,000</td>
</tr>
<tr>
<td></td>
<td>Inspection fees</td>
<td>$36,675</td>
<td>$36,675</td>
</tr>
<tr>
<td></td>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOC</td>
<td>$19,230</td>
<td>$19,230</td>
</tr>
<tr>
<td>PERMANENT LOAN(S)</td>
<td>Loan origination fees</td>
<td>$38,984</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Title &amp; recording fees</td>
<td>$60,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Closing costs &amp; legal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bond premium</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Credit report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Prepaid MIP</td>
<td>$36,640</td>
<td></td>
</tr>
<tr>
<td></td>
<td>HUD Fees including MIP</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BRIDGE LOAN(S)</td>
<td>Interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Loan origination fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Title &amp; recording fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Closing costs &amp; legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

$500 fee waiver will be applied to permitting fees

2/28/2019
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>68,240</td>
<td></td>
</tr>
<tr>
<td>Tax and/or bond counsel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payment bonds</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance bonds</td>
<td>127,517</td>
<td>127,517</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Financing Cost**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,138,192</td>
<td>$761,343</td>
</tr>
</tbody>
</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
<td>200,000</td>
<td>200,000</td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
<td>2,235,002</td>
<td>2,136,432</td>
</tr>
</tbody>
</table>

**Subtotal Developer Fees 15.00%**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,435,002</td>
<td>$0</td>
<td>$2,336,432</td>
</tr>
</tbody>
</table>

### RESERVES

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>146,700</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>319,072</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>26,750</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td>120,000</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Reserves**

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$612,522</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Amount 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21,297,716</td>
<td>$0</td>
<td>$17,912,647</td>
</tr>
</tbody>
</table>

### Deduct From Basis:

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

<table>
<thead>
<tr>
<th>Cost Type</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Eligible Basis</td>
<td>$0</td>
<td>$17,912,647</td>
</tr>
<tr>
<td><strong>High Cost Area Adjustment (100% or 130%)</strong></td>
<td></td>
<td>$17,912,647</td>
</tr>
<tr>
<td>Total Adjusted Basis</td>
<td>$0</td>
<td>$23,286,441</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td></td>
<td>80%</td>
</tr>
<tr>
<td>Total Qualified Basis</td>
<td>$18,716,205</td>
<td>$0</td>
</tr>
<tr>
<td>Applicable Percentage</td>
<td></td>
<td>9.00%</td>
</tr>
<tr>
<td>Credits Supported by Eligible Basis</td>
<td>$1,684,458</td>
<td>$0</td>
</tr>
</tbody>
</table>

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

12

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

**Name of contact for Cost Estimate:** Deepak Sulakhe

**Phone Number for Contact:** 214-432-7610

If a revised form is submitted, date of submission: 2/28/2019
2019 HTC Full Application

Part 4 Tab 31

Financing Narrative and Summary of Sources and Uses
### Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Permanent Period</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>0.00%</td>
<td>30</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Dougherty Mortgage</td>
<td>Conventional/FHA</td>
<td>$7,335,000</td>
<td>4.75%</td>
<td>1st</td>
<td>$7,335,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

| Third Party Equity     |                     | $1,500,000 | $8,969,103 | $13,798,620 | 0.92 |

| Grant                  | City of Kennedale   | $11.9(d)(2)LPS Contribution | $500 |
|                        |                     | $163,596 |

| Deferred Developer Fee | OM Housing          | $163,596 |

| Other                  | Direct Loan Match   | $16,304,103 |
|                        |                     | $21,297,716 |

| Total Sources of Funds | $16,304,103 | $21,297,716 |
| Total Uses of Funds    | $21,297,716 | $21,297,716 |

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

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

Dougherty Mortgage will provide the construction and permanent financing for the project in the form of a HUD 221(d) loan. The FHA loan will be in the amount of $7,335,000 at an interest rate of 4.75% and will have a 40 year amortization and term. The loan will also carry a 0.25% MIP rate. Boston Financial will be providing the equity for the project in the amount of $13,798,620 at a rate of 0.92. Equity during construction will equal $8,969,103 or 65% of total equity. The City of Kennedale is providing a $500 fee reduction. It is currently estimated that $163,596 in developer fees will be deferred.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The lender is requiring operating reserves of $319,072, working capital reserves of $146,700, social services escrows of $120,000 and upfront replacement reserves of $26,750.

Describe the operating items (rents, operating subsidies, project based assistance, etc., and specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

Telephone: 

Email address: 

If a revised form is submitted, date of submission: 

2/28/2019
Multifamily Direct Loan
Financial Capacity

NA
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))
Cost, except for Developments also financed through the USDA §515 program, the Application MUST include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development; OR
- Evidence of a line of credit or equivalent tool equal to at least 10% of the Total Housing Development Cost from a financial institution that is available for use during the proposed development activities.

Owner Equity and Appraisal Requirements (10 TAC §13.8(c)(7))
If the Direct Loan is the only source of Department funding for the Development (no HTC being requested), the Development Owner MUST provide:

- equity in an amount not less than 20% of Total Housing Development Costs; and
- if proposing new construction, an "as completed" appraisal pursuant to 10 TAC §11.304 which results in total repayable loan to value of not greater than 80%; or
- if proposing rehabilitation, the "as is" appraisal required by 10 TAC §11.205(4) may meet this requirement without needing an "as completed" appraisal provided the loan to value is not greater than 80%

As a result of providing owner equity in an amount greater than 5% of Total Housing Development Costs, the following must be provided in accordance with 10 TAC §11.204(7)(C):

- A letter - not older than 6 months from the date the of Application submission - from a Third Party CPA verifying the capacity of the Development Owner to provide the proposed financing with funds that are not otherwise committed or pledged; and
- A letter - not older than 6 months from the date the of Application submission - from the Development Owner's bank or banks confirming that such funds are and will remain available at commitment and until the required investment is completed.
2019 HTC
Full Application

Part 4 Tab 33

Multifamily Direct Loan
Match Funds
This Tab is Not Applicable
## Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Commitment of Development Funding by Local Political Subdivision (§11.9(d)(2))</strong></td>
<td></td>
</tr>
<tr>
<td>Name of the Local Political Subdivision providing the funding:</td>
<td></td>
</tr>
<tr>
<td>City of Kennedale</td>
<td></td>
</tr>
<tr>
<td>- A letter from an official of the political subdivision stating that the political subdivision will provide a loan, grant, reduced fees or contribution of other value type, and the terms under which it will be provided is in the application.</td>
<td>1</td>
</tr>
<tr>
<td>- The dollar value of the contribution must be in the letter and must equal $500 or more if Urban and $250 or more if Rural or USDA.</td>
<td></td>
</tr>
<tr>
<td>- The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
<td>1</td>
</tr>
<tr>
<td><strong>2. Financial Feasibility (§11.9(e)(1))</strong></td>
<td></td>
</tr>
<tr>
<td>- Eligible Pro-Forma and letter stating the Development is financially feasible.</td>
<td>0</td>
</tr>
<tr>
<td>- Eligible Pro-Forma and letter stating Development and Principals are acceptable.</td>
<td>18</td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
<td>18</td>
</tr>
<tr>
<td><strong>3. Leveraging of Private, State, and Federal Resources (§2306.6725(a)(3); §11.9(e)(4))</strong></td>
<td></td>
</tr>
<tr>
<td>Percent of Units restricted to serve households at or below 30% of AMGI</td>
<td>8.41%</td>
</tr>
<tr>
<td>HTC funding request as a percent of Total Housing Development Cost</td>
<td>7.04%</td>
</tr>
<tr>
<td><strong>Eligibility for points:</strong></td>
<td></td>
</tr>
<tr>
<td>- Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding</td>
<td>0</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>3</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>2</td>
</tr>
<tr>
<td>Housing Tax Credit Request</td>
<td>1</td>
</tr>
<tr>
<td>* Be sure no more than 50% of Developer fees are deferred.</td>
<td></td>
</tr>
<tr>
<td><strong>Total Points Claimed:</strong></td>
<td>3</td>
</tr>
</tbody>
</table>
Supporting Documents Should be Included Behind this Tab

ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- [x] Executed Pro Forma from Permanent or Construction Lender
- [x] Letter from lender regarding approval of Principals (consistent with Template)
- [x] Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must **include a statement confirming they are aware the Applicant intends to elect income averaging.** If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- [ ] Evidence of any Gap Financing, terms included
- [ ] Evidence of any Owner Contributions, with financial support if required
- [x] Evidence of Equity Financing (HTC applications only)
- [ ] Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) **was submitted behind TAB 19.**
- [x] Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- [ ] Evidence of Rental Assistance/Subsidy

2/28/2019
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Construction and Permanent Financing Letters
and
Gap Financing and/or Owner Contributions
February 27, 2019

KD Hammack Creek Housing, LP
5033 Brookview Drive
Dallas, TX 75220

Re: Hammack Creek Apartments (TDHCA #19315)
107 Units under 221(d)(4) New Construction
NWC of Kennedale Parkway and Kennedale-Sublett Road
Kennedale, TX 76060

Dear KD Hammack Creek Housing, LP:

The undersigned has made application to Dougherty Mortgage LLC for a loan to develop the captioned proposed rental apartment project that would be inclusive of the construction stage for such project, and the permanent financing aspect on a long-term amortizing basis based upon the following terms and conditions.

1. LENDER: Dougherty Mortgage LLC
2. PROPOSED BORROWER: KD Hammack Creek Housing, LP
3. GUARANTOR OF LOAN: Secretary of Housing and Urban Development
4. PROPERTY: Hammack Creek Apartments
   Kennedale, TX 76060
5. TERM/AMORTIZATION OF LOAN: 40 years, plus construction period
6. LOAN AMOUNT: $7,335,000 (First Lien-FHA 221d4)
   (Includes Construction and Permanent Loan)
7. **ANTICIPATED INTEREST RATE:**

   - Note Rate: 4.70% (Taxable)
   - MIP: 0.25% (*)
   - Total: 4.95%

   Final Note Rate to be determined at the time of HUD Commitment Issuance based on market conditions of GNMA Securities at the time of Rate Lock. (*) MIP of 25 basis points requires a “Green Designation” acceptable to HUD.

8. **ANTICIPATED LOAN CONSTANT:**

   5.79998% (Including Non Amortizing MIP)

9. **DEBT COVERAGE RATIO:**

   Minimum of 1.15x on all non cash flow loans

10. **MAXIMUM LOAN TO COST:**

    87%

11. **OPERATING EXPENSES:**

    $593,825

12. **NET OPERATING INCOME:**

    $492,010

13. **DEBT SERVICE:**

    $425,429 (First Lien including MIP)

14. **RESERVES REQUIRED Include:**

    - ON-GOING ANNUAL: $26,750 ($250/Unit Minimum)
    - WORKING CAPITAL: $146,700 (2% of Loan Amount)
    - OPERATING DEFICIT: $319,072
    - SOCIAL SERVICES ESCROW: $120,000

15. **INITIAL 1-15 YEAR DEBT COVERAGE RATIO:**

    Project maintains a minimum 1.15x ratio throughout Years 1-15 shown on the attached pro forma estimates.

16. **ASSESSMENT OF FEASIBILITY:**

    The attached 15-year pro forma was prepared by KD Hammack Creek Housing, LP for Hammack Creek Apartments located in Kennedale, TX. The pro forma is consistent with the unit rental assumptions, total operating expenses, net operating income, and debt service coverage based on Dougherty Mortgage LLC current underwriting parameters and consistent with the loan terms indicated is preliminarily considered feasible, pending further due diligence review. The debt service for each
year maintains no less than a 1.15 debt coverage ratio.

17. CREDIT WORTHINESS Additionally, we have performed a preliminary review of the credit worthiness of KD Hammack Creek Housing, LP and its Principals. At this time, Dougherty Mortgage LLC has no reservation with the Development Owner or any of the Principals. We anticipate no additional guarantors or financial strength will be needed to facilitate a loan to this borrower, other than those requirements disclosed herein.

18. OTHER SOURCES OF FUNDS It is acknowledged by the undersigned that other current sources of funds currently consist of $13,798,620 in tax credit equity from Boston Financial as well as $500 from the City of Kennedale.

Since the final loan amount and borrower approval is to be determined by HUD as the maximum principal amount HUD will insure, the foregoing indications of loan amount and borrower approval are subject to change.

Subject to Lender's obtaining from HUD a firm Commitment for Insurance of a Mortgage Loan, in an amount and reflecting such terms and conditions as are acceptable to Lender and to Proposed Borrower, and further subject to all terms, conditions and provisions stated herein, as executed below by Lender, this document evidences the agreement of the Lender to make a loan (the "Loan") to the Proposed Borrower, to be secured by a credit instrument and security instrument (the "Mortgage") covering real property with existing improvements thereon.

Although this document is subject to final underwriting of Dougherty Mortgage LLC and HUD, third party report verification of underwriting as well as receipt of an award of tax credits, it does represent the understanding of the parties as to the contemplated loan, and it is on the basis of this Term Letter as Proposed Lender, will proceed toward applying for a HUD commitment.

Unless otherwise agreed, there will be no personal liability for defaults in payment of interest and/or principal on the Loan.

Additional Provisions:

Documents are to be executed on such forms and are to contain such terms and provisions as Lender deems necessary or appropriate and as required by FHA.

This Term Letter and any related application or commitment issued by FHA are subject to current Regulations, policies and procedures of FHA and any changes thereto.
The Lender serves in no fiduciary capacity or relationship to Borrower and/or Mortgagor.

This term letter will expire on September 30, 2019.

APPROVED AND ACCEPTED THIS ___ DAY OF __________, 2019.

DOUGHERTY MORTGAGE LLC

Signature: ________________________________

Printed Name: Jeffrey L. Rogers, MAI, CCIM
Title: Senior Vice President
Date: February 27, 2019

KD Hammack Creek Housing, LP
By: KD Hammack Creek Development, LLC, its general partner
By: OM Housing, LLC
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.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,148,196 $1,171,160</td>
<td>$1,194,583 $1,218,475</td>
<td>$1,242,844 $1,270,641</td>
<td>$1,372,201 $1,515,020</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$25,680 $26,194</td>
<td>$26,717 $27,252</td>
<td>$27,797 $30,690</td>
<td>$33,884 $33,884</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,173,876 $1,197,354</td>
<td>$1,223,301 $1,245,727</td>
<td>$1,270,641 $1,402,900</td>
<td>$1,548,904 $1,548,904</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,085,835 $1,107,552</td>
<td>$1,129,703 $1,152,297</td>
<td>$1,175,343 $1,187,354</td>
<td>$1,297,674 $1,432,737</td>
<td></td>
<td></td>
<td></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>$45,154 $46,509</td>
<td>$47,904 $49,341</td>
<td>$50,821 $52,396</td>
<td>$58,916 $58,299</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td>$43,433 $44,307</td>
<td>$45,188 $46,092</td>
<td>$47,014 $48,907</td>
<td>$51,907 $57,309</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$141,989 $146,249</td>
<td>$150,636 $155,155</td>
<td>$159,810 $165,263</td>
<td>$185,711 $214,771</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$64,200 $66,126</td>
<td>$68,110 $70,153</td>
<td>$72,258 $78,766</td>
<td>$83,766 $97,108</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,400 $22,042</td>
<td>$22,703 $23,384</td>
<td>$24,086 $24,722</td>
<td>$27,922 $32,369</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$57,352 $59,073</td>
<td>$60,845 $62,070</td>
<td>$64,550 $74,831</td>
<td>$86,750 $104,658</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$33,648 $34,657</td>
<td>$35,697 $36,768</td>
<td>$37,871 $43,903</td>
<td>$50,896 $50,896</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>$156,459 $161,153</td>
<td>$165,987 $170,967</td>
<td>$176,096 $204,144</td>
<td>$236,658 $236,658</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$26,750 $27,553</td>
<td>$28,379 $29,230</td>
<td>$30,107 $34,903</td>
<td>$40,462 $40,462</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,440 $3,543</td>
<td>$3,649 $3,759</td>
<td>$3,872 $4,488</td>
<td>$5,203 $5,203</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$593,825 $611,206</td>
<td>$629,099 $647,520</td>
<td>$666,485 $770,044</td>
<td>$889,827 $889,827</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$492,010 $496,346</td>
<td>$500,604 $504,777</td>
<td>$508,858 $527,630</td>
<td>$542,910 $542,910</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<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>Second Deed of Trust Annual Loan Payment</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td>18,338 18,338</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$66,581 $70,917</td>
<td>$75,175 $79,348</td>
<td>$83,429 $102,201</td>
<td>$117,481 $117,481</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$66,581 $137,498</td>
<td>$212,673 $292,020</td>
<td>$375,449 $839,524</td>
<td>$1,388,728 $1,388,728</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16 1.17</td>
<td>1.18 1.19</td>
<td>1.20 1.24</td>
<td>1.28</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>
<tr>
<td>Date of Submission</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under $11.99(3) relating to Financial Feasibility)

Jeffrey L. Rogers 2-27-19
Printed Name Phone: 214-207-7030
Email: jrogers@doughertymarkets.com

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Date

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

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

Dougherty Mortgage will provide the construction and permanent financing for the project in the form of a HUD 221(d) loan. The FHA loan will be in the amount of $7,335,000 at an interest rate of 4.75% and will have a 40 year amortization and term. The loan will also carry a 0.25% MIP rate. Boston Financial will be providing the equity for the project in the amount of $13,798,620 at a rate of 0.92. Equity during construction will equal $8,969,103 or 65% of total equity. The City of Kennedale is providing a $500 fee reduction. It is currently estimated that $163,596 in developer fees will be deferred.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The lender is requiring operating reserves of $319,072, working capital reserves of $146,700, social services escrows of $120,000 and upfront replacement reserves of $26,750.

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

Jeffrey L. Rogers  2-27-19

Signature, Authorized Representative, Construction or Permanent Lender  Printed Name  Date

Telephone:  214-207-7030  Email address:  jrogers@doughertymarkets.com

If a revised form is submitted, date of submission:  

2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Equity Letter
February 28, 2019

Mr. Deepak P. Sulakhe  
President & CEO, OM Housing  
5033 Brookview Drive  
Dallas, Texas 75220

RE: Hammack Creek Apartments  
Kenedale, TX

Dear Deepak:

Thank you for giving us the opportunity to present an initial proposal for an equity placement for Hammack Creek Apartments (the “Property”). The Property will consist of 107 units for family tenants located in Kennedale, Texas. Financing is projected to come from Federal tax credit equity of approximately $13,798,620, an FHA mortgage of $7,335,000 and a $500 grant from the City of Kennedale. We understand that you are in the process of obtaining financing commitments and a tax credit allocation for the Property. Given the history of our successful investment in affordable housing in Texas over the last 25 years and your familiarity with us, I expect that we will be able to quickly close a transaction that works for everybody in accordance with TDHCA regulations.

Based on the information you have provided to us, this letter will outline the principal terms on which a limited partnership sponsored by Boston Financial (“BFLP”) would acquire an interest in the partnership owning the Property, (the “Partnership”) for an institutional fund of ours.

We will not begin our due diligence review until we have evidence that you have received a tax credit reservation and we have an executed proposal letter in hand. We have reviewed the application, modeled this transaction, visited the site and are prepared to issue a formal proposal upon confirmation that you have been awarded tax credits. Assuming no issues arise, our due diligence review should be completed within 60 days of receipt of all due diligence materials.

1. Price.

We are assuming that the Property will generate annual Federal tax credits of approximately $1,500,000. BFLP’s net proceeds of approximately $13,798,620, representing an equity raise of $0.92 per credit dollar for 99.99% of the tax credits, would be contributed directly to the project. BFLP will pay for its own legal expenses.

We are prepared to fund the capital contributions in multiple installments under a negotiated pay-in schedule. Prior to closing, we will confirm your equity needs to ensure that they meet your lender’s requirements. Our pay-in schedule appears below:
2. Operating Benefits and Residuals

The profits, losses and tax credits of the Partnership will be shared among the partners as follows: 99.99% to BFLP and .01% to a to-be-formed general partner (the “General Partner”). The General Partner will be an LLC or corporation in which the manager is expected to be affiliates of OM Housing. The Property is expected to be developed by OM Housing. After BFLP receives a priority distribution, 90% of the remaining cash flow will go to the General Partner. A portion of the General Partner’s share may be distributed as an incentive management fee.

Upon sale or refinancing of the Property, 90% of the residuals will go to the General Partner after the satisfaction of any outstanding General Partner obligations.

3. Guarantees

In addition, the General Partner and the developers will be required to complete construction and accomplish a final loan closing at their cost. Additionally, for a negotiated period of time the General Partner will be required to fund deficits without reimbursement. Subsequently, the General Partner will be required to lend funds, up to a maximum negotiated amount, if the project continues to run at a deficit. These loans can be repaid from cash flow or residuals. We expect an affiliate of OM Housing will guarantee construction completion and lease-up through stabilized occupancy, as well as operating deficits and tax credit recapture.

Boston Financial is a nationally recognized expert in low-income housing. We have the largest affordable housing portfolio in the industry with a total cost in excess of $10 billion under management. Based upon a long history of conservative structuring and economic evaluation of properties, we have an outstanding record of success for investments which we have sponsored over the past 40 years.

Sincerely,

Steven A. Napolitano
Senior Vice President
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,146,196</td>
<td>$1,171,160</td>
<td>$1,194,583</td>
<td>$1,218,475</td>
<td>$1,242,844</td>
<td>$1,372,201</td>
<td>$1,515,020</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$25,680</td>
<td>$26,194</td>
<td>$26,717</td>
<td>$27,252</td>
<td>$27,797</td>
<td>$30,690</td>
<td>$33,884</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,171,876</td>
<td>$1,197,354</td>
<td>$1,221,301</td>
<td>$1,245,727</td>
<td>$1,270,641</td>
<td>$1,422,890</td>
<td>$1,548,904</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($88,041)</td>
<td>($89,802)</td>
<td>($91,598)</td>
<td>($93,429)</td>
<td>($95,258)</td>
<td>($105,217)</td>
<td>($116,168)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,083,835</td>
<td>$1,107,552</td>
<td>$1,129,703</td>
<td>$1,152,297</td>
<td>$1,175,343</td>
<td>$1,297,674</td>
<td>$1,432,737</td>
</tr>
</tbody>
</table>

## EXPENSES

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$45,154</td>
<td>$46,509</td>
<td>$47,904</td>
<td>$49,341</td>
<td>$50,821</td>
<td>$52,396</td>
<td>$53,993</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$43,483</td>
<td>$45,802</td>
<td>$48,188</td>
<td>$50,652</td>
<td>$53,194</td>
<td>$55,707</td>
<td>$58,214</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$141,898</td>
<td>$146,249</td>
<td>$150,636</td>
<td>$155,155</td>
<td>$159,810</td>
<td>$185,263</td>
<td>$214,771</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$64,200</td>
<td>$66,126</td>
<td>$68,110</td>
<td>$70,153</td>
<td>$72,258</td>
<td>$73,766</td>
<td>$74,810</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$21,400</td>
<td>$22,042</td>
<td>$22,703</td>
<td>$23,384</td>
<td>$24,086</td>
<td>$24,842</td>
<td>$25,691</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$57,352</td>
<td>$59,073</td>
<td>$60,845</td>
<td>$62,670</td>
<td>$64,550</td>
<td>$74,831</td>
<td>$86,750</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$33,648</td>
<td>$34,657</td>
<td>$35,697</td>
<td>$36,768</td>
<td>$37,871</td>
<td>$43,903</td>
<td>$50,896</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$156,459</td>
<td>$161,153</td>
<td>$165,987</td>
<td>$170,967</td>
<td>$176,096</td>
<td>$204,144</td>
<td>$236,658</td>
</tr>
<tr>
<td>Reserve for Repairs</td>
<td>$26,750</td>
<td>$27,553</td>
<td>$28,379</td>
<td>$29,230</td>
<td>$30,107</td>
<td>$34,903</td>
<td>$40,462</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$3,440</td>
<td>$3,543</td>
<td>$3,649</td>
<td>$3,759</td>
<td>$3,872</td>
<td>$4,488</td>
<td>$5,203</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$593,825</td>
<td>$611,206</td>
<td>$629,099</td>
<td>$647,520</td>
<td>$666,485</td>
<td>$770,044</td>
<td>$889,827</td>
</tr>
</tbody>
</table>

## NET OPERATING INCOME

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$492,010</td>
<td>$496,346</td>
<td>$500,604</td>
<td>$504,777</td>
<td>$508,858</td>
<td>$527,630</td>
<td>$542,910</td>
<td></td>
</tr>
</tbody>
</table>

## DEBT SERVICE

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
<td>$407,092</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
<td>$18,338</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$66,581</td>
<td>$70,937</td>
<td>$75,175</td>
<td>$79,348</td>
<td>$83,429</td>
<td>$102,201</td>
<td>$117,481</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$66,581</td>
<td>$137,498</td>
<td>$212,673</td>
<td>$292,020</td>
<td>$375,449</td>
<td>$839,524</td>
<td>$1,388,728</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.16</td>
<td>1.17</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.24</td>
<td>1.28</td>
</tr>
</tbody>
</table>

By signing below I (we) are certifying that the above 15 year pro formas, 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 terms noted in the term sheet and preliminary 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]

Printed Name

[Printed Name]

Phone:

[Phone]

Email:

[Email]

Signature, Authorized Representative, Syndicator

[Signature]

Printed Name

[Printed Name]

Date

2/28/19

If a revised form is submitted, date of submission:

[Date]
**Schedule of Sources of Funds and Financing Narrative**

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt</td>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Dougherty Mortgage</td>
<td>Conventional/FHA</td>
<td>$7,335,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>Boston Financial</td>
<td>HTC</td>
<td>$1,500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>City of Kennedale</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>OM Housing</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Debt**

Dougherty Mortgage will provide the construction and permanent financing for the project in the form of a HUD 221(d) loan. The FHA loan will be in the amount of $7,335,000 at an interest rate of 4.75% and will have a 40 year amortization and term. The loan will also carry a 0.25% MIP rate. Boston Financial will be providing the equity for the project in the amount of $13,798,620 at a rate of 0.92. Equity during construction will equal $8,969,103 or 65% of total equity. The City of Kennedale is providing a $500 fee reduction. It is currently estimated that $163,596 in developer fees will be deferred.

**Grant**

**Deferred Developer Fee**

**Other**

**Total Sources of Funds**

Total Sources of Funds | $16,304,103 |

**Total Uses of Funds**

Total Uses of Funds | $21,297,716 |

**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).

Dougherty Mortgage will provide the construction and permanent financing for the project in the form of a HUD 221(d) loan. The FHA loan will be in the amount of $7,335,000 at an interest rate of 4.75% and will have a 40 year amortization and term. The loan will also carry a 0.25% MIP rate. Boston Financial will be providing the equity for the project in the amount of $13,798,620 at a rate of 0.92. Equity during construction will equal $8,969,103 or 65% of total equity. The City of Kennedale is providing a $500 fee reduction. It is currently estimated that $163,596 in developer fees will be deferred.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

The lender is requiring operating reserves of $319,072, working capital reserves of $146,700, social services escrows of $120,000 and upfront replacement reserves of $26,750.

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

Signature, Authorized Representative, Construction or Permanent Lender:

Printed Name:

Date:

Telephone: 617-944-3534

Email address: steven.nap@bfn.com

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

Part 4 Tab 35

Supporting Documents:
Funding from Local Government
February 21, 2019

Ms. Sharon Gamble
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

Re: Village at Hammack Creek Development

Dear Ms. Gamble,

This letter is to confirm the contribution of development funding by the City of Kennedale for the Village of Hammack Creek development. The City of Kennedale will contribute $500 in the form of a zoning change fee waiver. The funding is for the benefit of the development.

Should you have any questions feel free to contact me.

Sincerely,

[Signature]

George C. Campbell
City Manager
City of Kennedale
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
2019 HTC
Full Application

Part 5 Tab 36

Sponsor Characteristics
Sponsor Characteristics (Competitive HTC Only)

Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below;

1. Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:
   - [ ] No If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - [X] Yes If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - [X] Yes The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.
     - Ownership Interest: **100.00%**
     - Cash flow from operations: **100.00%**
     - Developer Fee: **100.00%**
     - Total: **300.00%** (Must equal at least 50% regardless of structure)
   - [X] Yes The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.
   - [X] Yes A detailed narrative describing how that material participation will be achieved is included.
   - [X] Yes The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.
   - [X] Yes A detailed narrative describing experience in each category is included.
   - Mark all that apply
     - [X] 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:
   - [X] Yes A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.
   - [X] Yes A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization's nonprofit status is provided behind this Tab.
   - [ ] Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.
   - Points Claimed: **0**
   - Total Points Claimed: **2**

2/28/2019
2019 HTC
Full Application

Part 5 Tab 36

NP or HUB evidence
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

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

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

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

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

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

OM HOUSING, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 23-MAR-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

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

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsrch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
2019 HTC
Full Application

Part 5 Tab 36

NP or HUB
Experience and Material Participation
Statements
HUB Experience and Participation

Deepak P. Sulakhe is the sole member of OM Housing, LLC, a certified Texas HUB that specializes in real estate development. Deepak P. Sulakhe and OM Housing, LLC, were the sole members of the following TDHCA funded tax credit developments:

- 10153: Britain Way Apartments, in Irving.
- 12332: Apple Grove Villas, in Mesquite
- 15205: Villas at Boston Heights, in Benbrook
- 18376: Lakeview Pointe Apartments, in Garland

Mr. Sulakhe has a 2014 TDHCA experience certificate, which confirms his housing experience.

As the Developer, Owner, and Guarantor for this development he will be involved in all aspects of the development.
2019 HTC
Full Application

Part 5 Tab 37

Owner, Developer, and Guarantor Org Charts
The organization charts must include:

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

In the case of:

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

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

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

Org. Chart Example:

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

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

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.
Organizational Chart -- Developer Entity

OM Housing, LLC
A Texas HUB
100% Owner

Deepak P. Sulakhe
Managing Member
100% Owner
Ability to Exercise Control
Organizational Chart -- Guarantor Entity

OM Housing, LLC
A Texas HUB
100% Owner

Deepak P. Sulakhe
Managing Member
100% Owner
Ability to Exercise Control
List of Organizations and Principals
List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

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

<table>
<thead>
<tr>
<th>Applicant Legal Name: KD Hammack Creek Housing, LP</th>
<th>Address: 5033 Brookview Dr.</th>
<th>City: Dallas</th>
<th>State: TX</th>
<th>Zip: 75220</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% Development Owner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Date formed: TBD</td>
<td>Legal Org is or will be: Limited Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed? No</td>
<td>Phone: (214) 432-7610</td>
<td>Email: <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization Legal Name: KD Hammack Creek Development, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 5033 Brookview Dr.</td>
<td>City: Dallas</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>0.01% of KD Hammack Creek Housing, LP</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Date of formation: TBD</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Phone: 214-432-7610</td>
<td>Email: <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

**List of Sub-Entities or Principals:**

1. **OM Housing, LLC**
   - TDHCA Experience: Yes
   - TDHCA Experience: NA
   - TDHCA Experience: NA

2. **Deepak P. Sulakhe**
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes

3. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

4. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

5. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

6. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

<table>
<thead>
<tr>
<th>Organization Legal Name: OM Housing, LLC</th>
<th>Role/Title</th>
<th>Managing Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 5033 Brookview Dr.</td>
<td>City: Dallas</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% KD Hammack Creek Development, LLC; 100% Developer; 100% Guarantor</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Date formed: 8/17/2005</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Phone: 214-432-7610</td>
<td>Email: <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

**List of Sub-Entities or Principals:**

1. **Deepak P. Sulakhe**
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes

2. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

3. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

4. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

5. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

6. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

**Org. 1**

<table>
<thead>
<tr>
<th>Organization Legal Name: KD Hammack Creek Development, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 5033 Brookview Dr.</td>
<td>City: Dallas</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>0.01% of KD Hammack Creek Housing, LP</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? No</td>
<td>Date of formation: TBD</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Phone: 214-432-7610</td>
<td>Email: <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

**List of Sub-Entities or Principals:**

1. **OM Housing, LLC**
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes

2. **Deepak P. Sulakhe**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

3. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

4. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

5. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

6. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

<table>
<thead>
<tr>
<th>Organization Legal Name: OM Housing, LLC</th>
<th>Role/Title</th>
<th>Managing Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 5033 Brookview Dr.</td>
<td>City: Dallas</td>
<td>State: TX</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>100% KD Hammack Creek Development, LLC; 100% Developer; 100% Guarantor</td>
<td></td>
</tr>
<tr>
<td>Previous TDHCA Experience? Yes</td>
<td>Date formed: 8/17/2005</td>
<td>Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td>Organization legally formed? Yes</td>
<td>Phone: 214-432-7610</td>
<td>Email: <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
</tr>
</tbody>
</table>

| Organization is identified on Org. Chart: Yes | Ability to exercise Control over the Development? Yes |

**List of Sub-Entities or Principals:**

1. **Deepak P. Sulakhe**
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes
   - TDHCA Experience: Yes

2. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

3. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

4. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

5. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

6. **OM Housing, LLC**
   - TDHCA Experience: NA
   - TDHCA Experience: NA
   - TDHCA Experience: NA

2/28/2019
2019 HTC
Full Application

Part 5 Tab 39

Previous Participation
Previous Participation Form

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

### Person/Role:
- KD Hammack Creek Housing, LP
- KD Hammack Creek Development, LLC

### Email Address:
- dsulakhe@omhousing.com

### City & State of Home Addr:
- Dallas, TX

### Applicant Legal Name:
- KD Hammack Creek Housing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

   ![Checkmark]

   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>NA</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>
<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.

   ![Checkmark]

   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 board member, individual with signature authority, executive director, or elected official that represents the person/entity (as applicable).

Person/Role: OM Housing, LLC
Deeplax P. Sulakhe

Email Address: dsulakhe@omhousing.com

City & State of Home Addr: Dallas, TX

Applicant Legal Name: AT Bardin Housing, LP
KD Hammack Creek Housing, LP

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

☐ By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10153</td>
<td>Britain Way</td>
<td>Irving</td>
<td>HTC</td>
<td>in 07/10</td>
<td>NA</td>
</tr>
<tr>
<td>12332</td>
<td>Apple Grove Villas/Parc East Apts</td>
<td>Mesquite</td>
<td>HTC</td>
<td>in 07/12</td>
<td>NA</td>
</tr>
<tr>
<td>15205</td>
<td>Villas at Boston Heights</td>
<td>Benbrook</td>
<td>HTC</td>
<td>in 07/15</td>
<td>NA</td>
</tr>
<tr>
<td>18376</td>
<td>Lakeview Pointe Apartments</td>
<td>Garland</td>
<td>HTC</td>
<td>in 07/18</td>
<td>NA</td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

☐ By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<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>HHSP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LIHEAP</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HOME:</th>
<th>CFDC</th>
<th>HBA</th>
<th>PWD</th>
<th>TBRA</th>
</tr>
</thead>
<tbody>
<tr>
<td>DR</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HRA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SFD</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
</tr>
</thead>
</table>

| Other:            |      | NSP       |      |           |
2019 HTC Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2019 HTC Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
Development Team Members
## Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

### Developer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OM Housing, LLC</td>
<td>Deepak P. Sulakhe</td>
<td>TBD</td>
<td>80-0900707</td>
</tr>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun Construction Company</td>
<td>Deepak P. Sulakhe</td>
<td>TBD</td>
<td>80-0900707</td>
</tr>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun Construction Company</td>
<td>Deepak P. Sulakhe</td>
<td>TBD</td>
<td>80-0900707</td>
</tr>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun Construction Company</td>
<td>Deepak P. Sulakhe</td>
<td>TBD</td>
<td>80-0900707</td>
</tr>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BGO Architects</td>
<td>John Owens</td>
<td>TBD</td>
<td>7512465492.00</td>
</tr>
<tr>
<td><a href="mailto:buzowens@bgoarchitects.com">buzowens@bgoarchitects.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Certified Texas HUB?</td>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

2/28/2019
### Engineer:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barron Stark Swift</td>
<td>Charles Stark</td>
<td># #######</td>
<td><a href="mailto:chucks@barronstark.com">chucks@barronstark.com</a></td>
<td>TBD</td>
<td>20-3236818</td>
</tr>
<tr>
<td>Civil Engineer:</td>
<td>Charles Stark</td>
<td># #######</td>
<td><a href="mailto:chuck@barronstark.com">chuck@barronstark.com</a></td>
<td>TBD</td>
<td>20-3236818</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

### Market Analyst:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartment MarkData</td>
<td>Darrell Jack</td>
<td># #######</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>TBD</td>
<td>20-3964998</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

### Appraiser:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Certified Texas HUB? | No

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No

### Attorney:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Locke Lord, LLP</td>
<td>Cynthia Bast</td>
<td># #######</td>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
<td>TBD</td>
<td>74-1164324</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

### Accountant:

<table>
<thead>
<tr>
<th>Name</th>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Proposed Fee</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohn-Reznick</td>
<td>Robin Schmehl</td>
<td># #######</td>
<td><a href="mailto:robin.schmehl@cohnreznick.com">robin.schmehl@cohnreznick.com</a></td>
<td>TBD</td>
<td>74-1164324</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
### Property Manager:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpha-Barnes Real Estate Services</td>
<td>TBD</td>
</tr>
<tr>
<td>Michael Clark</td>
<td>75-2868321</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:mclark@alpha-barnes.com">mclark@alpha-barnes.com</a></td>
<td>TBD</td>
<td>22-1146430</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>Yes</th>
</tr>
</thead>
</table>

| This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

### Originator of Underwriter:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dougherty Mortgage, LLC</td>
<td>TBD</td>
</tr>
<tr>
<td>Jeff Rogers</td>
<td>20-4273610</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:jrogers@doughertymarkets.com">jrogers@doughertymarkets.com</a></td>
<td>TBD</td>
<td>75-2868321</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>Yes</th>
</tr>
</thead>
</table>

| This is a direct or indirect, financial, or other interest with Applicant or other team members* | Yes |

### Bond Issuer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>TBD</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>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>No</th>
</tr>
</thead>
</table>

| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No  |

### Syndicator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>PNC Real Estate</td>
<td>22-1146430</td>
</tr>
<tr>
<td>Robert Dicks</td>
<td>TBD</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:robert.dicks@pnc.com">robert.dicks@pnc.com</a></td>
<td>TBD</td>
<td>20-4273610</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>No</th>
</tr>
</thead>
</table>

| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No  |

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</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>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>No</th>
</tr>
</thead>
</table>

| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No  |

### Supportive Services Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>TBD</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>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certified Texas HUB?</th>
<th>No</th>
</tr>
</thead>
</table>

| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No  |
### Title Company

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Carol Erick</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:carol.erick@stewart.com">carol.erick@stewart.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>TBD</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### Application Consultant:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Alyssa Carpenter</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>46-2-15199</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### ESA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Ruben Jauregui, Jr.</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:ruben@PhaseEngineering.com">ruben@PhaseEngineering.com</a></td>
<td>TBD</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td>75-2502360</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | No |

### PCA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>NA</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>NA</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>NA</td>
<td>Tax ID Number (TIN)</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | |

### Other:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>NA</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td>NA</td>
<td>Proposed Fee</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>NA</td>
<td>Tax ID Number (TIN)</td>
</tr>
</tbody>
</table>

This is a direct or indirect, financial, or other interest with Applicant or other team members* | |
Development Team Member Relationships with Applicant

The Applicant and Developer are related entities through a principal.
2019 HTC
Full Application

Part 5 Tab 43

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

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible / hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types **AND** the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired **and an additional 2%** must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1/1 (829)</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (964)</td>
<td>46</td>
<td>5%</td>
<td>2.3</td>
<td>2.3</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1189)</td>
<td>46</td>
<td>5%</td>
<td>2.3</td>
<td>2.3</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></td>
<td></td>
<td>5.6</td>
<td>5.6</td>
<td>6</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>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10c)</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; 1)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>5%</td>
<td>3.4</td>
<td>4.2</td>
<td>4</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: [Signature]

Printed Name: [Printed Name]

Firm Name (If applicable): [Firm Name]

Date: [Date]

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 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><strong>Unit Description</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (829)</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (964)</td>
<td>46</td>
<td>2%</td>
<td>0.92</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1189)</td>
<td>46</td>
<td>2%</td>
<td>0.92</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>112</td>
<td>2%</td>
<td>2.24</td>
<td>3</td>
<td>4</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><strong>Unit Description</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></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></td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Printed Name: [Printed Name]

Date: [28 FEB 19]

Firm Name (If applicable): [Firm Name]

2/28/2019
# Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


## Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td></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: 112
Total surface parking spaces: 129
Total carports: 71
Total garages: 47
Total parking spaces of all types: 247
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 0
Total of all types of parking spaces that serve dwelling units: 247
APSs 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): 135
APSs required in excess of one per mobility accessible unit: 3
Total APSs required (including dwelling units and facilities/amenities): 9

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 (including dwelling unit and amenity spaces) that must be APSs: 6
Minimum number of carports that must be APSs: 2
Number of garages that must be APSs: 1

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 2
Minimum number of surface parking spaces that must be van APSs: 1
Minimum number of carports that must be van APSs: 1
Minimum number of garages that must be van APSs: 1

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

[Signature]

[Printed Name]

[Date]

[Firm Name (if applicable)]
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]

[Date]

[Printed Name]

[License Number and State]

[Firm Name (If applicable)]:

2019 Architect Certification
Additional Architect Statement

As referenced in the 2019 Architect Certification, this Additional Architect Statement includes the following:

1. The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as shown in the following calculation forms and in the Architectural Plans contained in this Application. A minimum of 5% of all dwelling units will be designed and built to be accessible for persons with mobility impairments and a minimum of 2% of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. The calculation forms include the total number of units, number and description of unit types, and number of units of each type that will meet accessibility requirements. This statement confirms that accessible units are distributed across unit types and also the development site as shown in the architectural plans.

2. Regardless of building type, all units accessed by the ground floor or by elevator ("affected units") meet the requirements of 10 TAC §11.101(b)(8)(B). The statement confirms that the proposed development complies with visitability requirements per Fair Housing Act Design Manual standards and includes the following:

   (i) All common use facilities are in compliance with the Fair Housing Design Act Manual;

   (ii) As required by the Fair Housing Design Act Manual, there is an accessible or exempt route from common use facilities to the "affected units" as shown on the architectural site plan; and

   (iii) Each "affected unit" includes the following features:

       (I) at least one zero-step, accessible entrance;

       (II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath complies with one of the specifications set forth in the Fair Housing Act Design Manual;

       (III) the bathroom or half-bath will have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;

       (IV) there is an accessible route from the entrance to the bathroom or half-bath, and the entrance and bathroom will provide usable width; and

       (V) light switches, electrical outlets, and thermostats on the entry level will be at accessible heights.

By: _____________________________

Signature

20541219

Date

Printed Name
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]

Date: 2/8/2019

Printed Name: Richard Hernandez

License Number and State: TX 13311

Firm Name (If applicable): BGO ARCHITECTS

Page | 10
December 17, 2018
Additional Architect Statement

As referenced in the 2019 Architect Certification, this Additional Architect Statement includes the following:

1. The requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as shown in the following calculation forms and in the Architectural Plans contained in this Application. A minimum of 5% of all dwelling units will be designed and built to be accessible for persons with mobility impairments and a minimum of 2% of all dwelling units will be designed and built to be accessible for persons with hearing or vision impairments. The calculation forms include the total number of units, number and description of unit types, and number of units of each type that will meet accessibility requirements. This statement confirms that accessible units are distributed across unit types and also the development site as shown in the architectural plans.

2. Regardless of building type, all units accessed by the ground floor or by elevator ("affected units") meet the requirements of 10 TAC §11.101(b)(8)(B). The statement confirms that the proposed development complies with visitability requirements per Fair Housing Act Design Manual standards and includes the following:

(i) All common use facilities are in compliance with the Fair Housing Design Act Manual;

(ii) As required by the Fair Housing Design Act Manual, there is an accessible or exempt route from common use facilities to the "affected units" as shown on the architectural site plan; and

(iii) Each "affected unit" includes the following features:

(I) at least one zero-step, accessible entrance;

(II) at least one bathroom or half-bath with toilet and sink on the entry level. The layout of this bathroom or half-bath complies with one of the specifications set forth in the Fair Housing Act Design Manual;

(III) the bathroom or half-bath will have the appropriate blocking relative to the toilet for the later installation of a grab bar, if ever requested by the tenant of that Unit;

(IV) there is an accessible route from the entrance to the bathroom or half-bath, and the entrance and bathroom will provide usable width; and

(V) light switches, electrical outlets, and thermostats on the entry level will be at accessible heights.

By: [Signature]

Date: [23/03/19]

Printed Name: [Signature]
# Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (671 sqft)</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2/2 (916 sqft)</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1,129 sqft)</td>
<td>2</td>
<td>5%</td>
<td>0.1</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

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

## EXAMPLE:

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1 (874sqft &amp; 806)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10c)</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>0.2</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</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

By: ____________________________  
Printed Name

2/28/2019

Date

Firm Name (If applicable)
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Hearing/Visual</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>1/1 (671 sqft)</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (916 sqft)</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1,129 sqft)</td>
<td>1</td>
<td>2%</td>
<td>0.02</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2%</td>
<td>0</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

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

## EXAMPLE

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

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

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

By: [Signature] [Printed Name] [Firm Name (If applicable)]

Date: 2/28/2019
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by inserting 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: 107
Total surface parking spaces: 223
Total carports: 0
Total garages: 0

Total parking spaces of all types: Calculated from above: 223
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): Calculated on prior page: 0
Total of all types of parking spaces that serve dwelling units: Calculated from above: 223
APSSs 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: 116
APSSs required in excess of one per mobility accessible unit: Calculated from above: 3

Total APSs required (including dwelling units and facilities/amenities): Calculated from above: 9

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: 6
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

APSSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 2
Minimum number of surface parking spaces that must be van APSs: 1
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.

Ricardo
Printed Name

23 Feb 19
Date:

BGO 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 31, 2014

Mr. Deepak P. Sulakhe
c/o Alyssa Carpenter
1305 E 6th Street, Suite 12
Austin, Texas 78702

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Mr. Sulakhe:

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@tdheca.state.tx.us.

Sincerely,

[Signature]

Cameron P. Dorsey
Director of Multifamily Finance
Applicant Credit Limit Documentation and Certification (Competitive HTC Only)

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

### Part I. Applicant Credit Limit Documentation

#### a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>KD Hammack Creek Housing, LP</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>KD Hammack Creek Development, LLC</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>DM Housing, LLC</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>4.</td>
<td>Deepak P. Sulakhe</td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### b. Person/entity has at least one other application in the current Application Round.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Submit Part II</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes</td>
<td>Submit Part II</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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
<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>
**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: [ ] OM Housing, 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>Hammack Creek Apartments</td>
<td>3</td>
<td>Kennedale</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Bardin Apartments</td>
<td>3</td>
<td>Arlington</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Deepak P. Sulakhe] 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] [OM Housing, LLC]

Printed Name: [OM Housing, LLC]

Date: 2/19/19
Part II. Credit Limit Certification

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

Name and role of Person or Entity completing this form: [Signature] Deepak P. Sulakhe

Which is: [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
[ ] a Developer for the Applicant for this specific Application
[ ] an Affiliate to the Applicant
[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<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>Hammock Creek Apartments</td>
<td>3</td>
<td>Kennedale</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>Bardin Apartments</td>
<td>3</td>
<td>Arlington</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that [Signature] Deepak P. Sulakhe 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] Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)

[Printed Name] Deepak P. Sulakhe

Date: 8/19/19

2/15/2019
Community Input Scoring Items
### Community Input Scoring Items

#### TDHCA#: 19315

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**

<table>
<thead>
<tr>
<th>Name of Local Government Body</th>
<th>Support</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Kennedale</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

   - **NA Application expects to receive QCP points.**
   - **Note that QCP Packets are due March 1, 2019 and MAY NOT be submitted by the Applicant. Packets MUST be received from Neighborhood Organization!**

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

   - [X] Application expects to receive points for a letter from a Representative.
   - [X] Letter of either "support" or "opposition" is included behind this tab.**
   - **Note that letters are due March 1, 2019**

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

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

   List information for each of the letters below:

   - **A. Kennedale Area Chamber of Commerce**
     - Name of Community Organization: Joe Taylor
     - Contact Name
     - Support [X] Opposition [ ]

   - **B. Mission Arlington/Mission Metroplex**
     - Name of Community Organization: Tillie Burgin
     - Contact Name
     - Support [X] Opposition [ ]

   - **C. Meals on Wheels of Tarrant County**
     - Name of Community Organization: Steven R. Cook
     - Contact Name
     - Support [X] Opposition [ ]

   - **D. US India Chamber of Commerce**
     - Name of Community Organization: Neel Gonuguntla
     - Contact Name
     - Support [X] Opposition [ ]

   - **E.**
     - Name of Community Organization
     - Contact Name
     - Support [ ] Opposition [ ]

   - **F.**
     - Name of Community Organization
     - Contact Name
     - Support [ ] Opposition [ ]

2/28/2019
2019 HTC
Full Application

Part 6 Tab 46

Local Government Support Resolution
RESOLUTION NO. 543

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KENNEDALE, TEXAS, SUPPORTING OM HOUSING’S APPLICATION FOR HOUSING TAX CREDITS FOR THE PROPOSED VILLAGE AT HAMMACK CREEK PROJECT.

WHEREAS, OM Housing, LLC, has proposed The Village at Hammack Creek – a mixed use development for high quality, eco-friendly, retail, office, and rental apartments at 133 E Kennedale Parkway in the City of Kennedale; and

WHEREAS, the naming of the proposed project as “Hammack” is reflective of Kennedale history – Dr. J. A. Hammack and the tributary located on the site; and

WHEREAS, OM Housing, LLC, intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2019 Housing Credit Program to partially finance the development of The Village at Hammack Creek; and

WHEREAS, The Village at Hammack Creek project will be required to comply with all City zoning and site development regulations/standards, prior to issuance of any building permits; and

WHEREAS, the proposed Village at Hammack Creek will be required to be consistent with the Kennedale Comprehensive Plan, to be an eco-friendly facility, and be architecturally compatible with the TownCenter.

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

This Resolution affirms the City of Kennedale’s acknowledgement and support of the application for the Village at Hammack Creek subject to the provisions noted in the preamble.


APPROVED:

[Signature]
MAYOR, BRIAN JOHNSON

ATTEST:

[Signature]
CITY SECRETARY, LESLIE GALLOWAY
2019 HTC
Full Application

Part 6 Tab 46

Support from State Representative
February 28, 2019

Mr. David Cervantes, Acting Director  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: Village at Hammack Creek: Proposed Mixed Use Center at 133 E. Kennedale Parkway in the City of Kennedale, TX

Dear Mr. Cervantes,

I received the Public Notification for the Village at Hammack Creek, located at the above address in Kennedale, Texas and in Texas State House District 96, which I represent.

I am pleased to lend my support to this development, which will serve the constituents in my District.

Sincerely,

Bill Zedler  
State Representative  
District 96  
Texas House of Representatives
2019 HTC
Full Application

Part 6 Tab 46

Input from Community Organizations
January 30, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Project name Village at Hammack Creek (TDHCA#: 19315)

Dear Sharon:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 19315, Village at Hammack Creek, to be located at east side of Kennedale Pkwy at Sublett Road, Kennedale, TX 76060.

Kenedale Area Chamber of Commerce is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. We believe that this mixed-use project is much needed for the City, will offer economic development opportunities for improvements on Kennedale Parkway and provide housing that is affordable to citizens of modest means, which we believe that this development will help meet that need.

Sincerely,

Joe Taylor
Chairman of the Board
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 09, 2019

KENNEDALE AREA CHAMBER OF COMMERCE
PO BOX 1552
KENNEDALE, TX 76060-1552

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-27-2004
Sales and use tax, as of 09-27-2004
(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: 12018502281

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.
WELCOME TO THE KENNEDEALE AREA CHAMBER OF COMMERCE

UPCOMING EVENTS
February 14, 2019 8:00 am - 8:00 am
February Coffee Chat

February 18, 2019 9:00 am - 3:00 pm
President’s Day – Chamber Closed

February 20, 2019 11:30 am - 11:30 am
February Luncheon: State of the Schools

March 14, 2019 8:00 am - 9:30 am
March Coffee Chat

April 11, 2019 8:00 am - 8:00 am
April Coffee Chat

The Kennedale Area Chamber of Commerce is a nonprofit membership organization that serves as a voice for the business community and a catalyst for increasing investment and employment in the community.

Our mission is to meet the needs of our members by fostering a vibrant business environment through
communication, education, advocacy, and retention.

2017 Golf Tournament

We had a great day at the KACC golf tournament. Thanks to all our sponsors and those who participated and made this event such a success!

Why Join the Chamber?

My business is built on strong relationships, and the Kennedale Area Chamber helps me form and grow those within the entire community, far beyond my usual circle of friends.

Ralph Grimes

Primerica Financial

http://www.primerica.com/grgrimes
CHAMBER INITIATIVES

As a chamber of commerce, we’re focused on more than just promoting businesses. Our goal is to help support the community as a whole, through education, service, and support. We’ve got a series of programs designed to address a variety of needs and goals, please inquire for additional information about any of these, or ideas about future projects!

Kenedale Cares

Kenedale Cares is a monthly program connecting chamber members with service projects in the area. Each month will benefit a different organization, and activities can range from stocking shelves...
at the Food Bank to reading books at the library… our members will go where they are needed and help as much as possible. All activities are open to general membership and free to participate in, requiring little to no monetary support, just manpower and good will!

- *March Kennedale Cares: Donations Accepted all Month*
- This March, we’re helping the Kennedale Library. They’re currently looking for new (or like new!) hardcover business books. For more info contact info@kennedalechamber.com or Amanda King, aking@cityofkennedale.com

**Keep Healthy, Kennedale!**
Keep Healthy, Kennedale is an ongoing promotion designed to help encourage healthy wellness within our area, both among chamber members and the broader reach of the community. Starting with a January luncheon featuring Medical Center of Arlington’s presentation on
nutrition and wellness, we'll feature articles, events, and promotions throughout the year that promote positive life choices. The 2016 Keep Healthy, Kennedale initiative is sponsored by MCA, but other member companies that feature products or services designed to help people live healthy are invited to participate in promotions throughout the year.
February 7, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX  78701

RE: Hammack Creek Apartments (TDHCA#: 19315)

Dear Sharon:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 19315, Hammack Creek Apartments, to be located at 5306 Sublett Rd, on the west side of US Hwy 287, in Kennedale, TX 76060.

Mission Arlington/Mission Metroplex is a faith-based organization, which utilizes hundreds of volunteers and a multitude of services to assist people with their physical, intellectual, emotional and spiritual needs.

We have ministered in Arlington, Kennedale and the surrounding communities for 32 years, and know the needs of the residents very well, as over 45,000 families came to us for assistance of some kind during 2018. Also during 2018, 71% of all the assistance we provided was to help families with rent and utilities. Much of our resources are used to prevent homelessness.

We believe that this mixed-use project is much needed for the City, will offer economic development opportunities for improvements on Sublett Road and provide housing that is affordable to citizens of modest means, which we believe that this development will help meet that need.

Sincerely,

[Signature]

Tillie Burgin
Executive Director
Mission Arlington/Mission Metroplex

TB/dm
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 15, 2019

MISSION METROPLEX INC.
500 W ABRAM ST
ARLINGTON, TX 76010-1014

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 12-13-1990
Sales and use tax, as of 12-13-1990
(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: 17523549628

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.
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 15, 2019

MISSION ARLINGTON, INC.
500 W SOUTH ST
ARLINGTON, TX 76010-1028

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 08-26-1997
Sales and use tax, as of 08-26-1997
(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: 32000102783

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.
Key Identities

An Evangelistic Heart

Our goal is to do whatever it takes to give everyone living and/or working in the Dallas/Fort Worth Metroplex the opportunity to know Jesus Christ personally. We do this by “hanging out” with folks and hovering around the Scripture John 3:16.

A Network of Bible Studies and Churches
In keeping with this understanding, we start and sustain Bible studies and congregations throughout Arlington and the surrounding area. We currently have Bible studies in 354 locations with more than 4,500 people attending each week.

A Community Crossroads

To meet the great variety of needs in our community, we are a close, networked group of individuals, families, civic and governmental organizations, schools, businesses, churches and social agencies working together to make a difference in our community.

A Center for Community Ministry

We realize that authentic faith meant we were going to have to do more than simply tell people about Jesus, but that we would have to care consistently and not merely seasonally or in a “hit and miss” fashion.

The multiple ministries (https://missionarlington.org/services-we-provide/) here at the Mission touch the physical needs of people from all walks of life. Through these ministries, genuine relationships develop which become an encouragement to Christians and a path for people to receive the best gift we have to offer—a relationship with Jesus Christ.

A Base for Missionary Training

In 2017, a little more than 31 thousand (31,590) people from across North America participated with us in our ministries. Around 25-30 students serve with us here each summer. Our prayer is that when people serve here, they will find themselves immersed in and affected by the Spirit of missions which permeates this place, then go back home to impact their world.

Currently serving in North America and around the world are over 100 missionaries who once worked in Arlington with us. We write weekly Bible study curriculum (https://missionarlington.org/mission-arlington-curriculum-2/) for use in our work here, but make it freely accessible to any who find it helpful. We also provide resource material (https://missionarlington.org/resources/) as a support to others who serve in their community’s mission fields.
 holistic: The array of services is designed to support the physical, emotional, intellectual, and spiritual needs of people; For example, we provide sports leagues (physical), Bible studies (spiritual), counseling (emotional), and after-school programs (intellectual);

 coordinated – Each of our services operate in synchronization with all of our services, a kind of “one-stop-shop” to meet people’s needs efficiently and effectively;

 flexible: We desire to be Spirit-led (life-directed), and not rules-governed. We will flex to meet a need wherever possible, even when it is not a service we officially provide;

 growing: with the Lord’s help and yours, current services continue to improve and expand, and new services are being added Please check back from time to time;

 accountable – we evaluate and monitor each service constantly (using various measures) to insure that people are receiving the best help possible.

 We want to

 build bridges, not barriers: Our heart is to be here whenever it is possible to meet a need. We want each person, and every family, to receive authentic help when they need it most. We want to treat people with the same passion with which we would want someone else to respond to our own moment of need, or the needs of those we love most;

 treat people with dignity and respect: Anyone can pass along provisions. We want to listen when people speak, to connect with each life, and to respond with authentic help and hope;

 point people to Christ: When families sit around their dinner table to eat the food you provide we know that they will still get hungry again. On the other hand, a relationship with Christ satisfies the soul forever (John 4). The greatest gift we have for people isn’t temporal, but eternal, so we work faithfully to communicate His great love day in and day out. We offer to pray with everyone who comes through our doors;

 follow-up: People are more than just “numbers on a chart,” or “objects processed through a system.” Each week, and with every event, the Mission Arlington® family “checks in” with people after they have engaged with any of our services.

 What are the services we provide?

 Though not an exhaustive list, you can click through the links in this section to discover the various ways we want to help. We hope the information will help you get connected to the service or services you need, and/or to the ministry you would like to support. If you can’t find what you are looking for, please give us a call at 817-277-6620, write us (https://missionarlington.org/feedback/), or come by.

 What are the hours of operation for each service?

 1. This is always a difficult question to answer, because the answer is “It depends!”

 2. Each service provided here operates on various schedules. For information about “hours of operation” for a specific service, click one of the corresponding links to the top and on the right side of this page;
3. Or, you can check out our “hours of operation (https://missionarlington.org/hours-of-operation/)” page to find the information you need in one spot.

4. If you can’t find what you are looking for, contact us. It will be our privilege to help you discover the operating times of a particular service or services.

A Few Important Reminders

1. **Free of Charge:** Every service provided here is free of charge. We do not charge people to receive help here;

2. **We do not sell** what you provide: When you give it, we give it away. It passes from your hands through ours directly to people in need;

3. **Your dollars get to the people.** Our administrative overhead, documented by a professional CPA firm is currently 2.7 percent. This means that more than 97 cents out of every dollar you give goes directly in ministry to the people who need it;

4. **A Generous Community.** We can only be here, because we are surrounded by such a generous community. We can keep costs low, because you constantly volunteer your time to help. We have things to provide for people, and financial resources to give, because you gave it first, so we can give it away;

5. **We’re here to receive:** Whenever you have any of the items listed above, or more, and you want to help, please come on down.
   1. We are here to receive what you give from 7 to 7 Monday through Saturday, and
   2. we are here after noon on Sundays through 6 p.m.
   3. If you need to schedule a pickup, click here (https://missionarlington.org/scheduling-pickups/) to learn more;

6. **We are grateful for you:** We are grateful to God every single day, and we are so thankful for you, your prayers, and your constant support. Thank you for the privilege of walking this journey with you.

★ Media (https://Missionarlington.Org/In-The-News/)
★ Services (https://Missionarlington.Org/Services-We-Provide/)
   ★ Attitude & Approach (https://Missionarlington.Org/Services-We-Provide/Attitude-Approach/)
   ★ Bible Studies/Congregations (https://Missionarlington.Org/Bible-Studycongregations/)
Children & Youth (https://missionarlington.org/services-for-children-and-youth/)

★ Children-Youth Home (https://missionarlington.org/services-for-children-and-youth/)
★ After-School (https://missionarlington.org/after-school/)
★ Rainbow Express® (https://missionarlington.org/rainbow-express/)
★ School Supplies (https://missionarlington.org/services-we-provide/school-supplies/)

★ Emergency Assistance (https://missionarlington.org/emergency-assistance/)
★ Health Care (https://missionarlington.org/health-care/)
★ Allan Saxe Dental Clinic (https://missionarlington.org/allan-saxe-dental-clinic/)
★ Bob Mann Medical Clinic (https://missionarlington.org/bob-mann-medical-clinic/)
★ Counseling Services (https://missionarlington.org/counseling/)
★ Support Groups (https://missionarlington.org/support-groups/)

★ Holidays (https://missionarlington.org/services-we-provide/holidays/)
★ Easter (https://missionarlington.org/easter/)
★ Fall Festival (https://missionarlington.org/fall-festival/)
★ Thanksgiving (https://missionarlington.org/thanksgiving-2/)
★ Christmas (https://missionarlington.org/christmas-2/)

★ Summers (https://missionarlington.org/services-we-provide/summers/)
★ Sports (https://missionarlington.org/services-we-provide/sports-ministry/)
★ Transportation (https://missionarlington.org/transportation/)

★ Join In (https://missionarlington.org/join-the-fun/)
★ Resources (https://missionarlington.org/resources/)
★ Curriculum (https://missionarlington.org/mission-arlington-curriculum-2/)
★ Giving (https://missionarlington.org/giving/)
★ Contact Us (https://missionarlington.org/contact/)

CONTACT INFORMATION
Main Number: 817-277-6620;
Fax Number: 817-277-3388
Celebrate Recovery: 817-704-6161;
Counseling Services: 817-704-6144
Dental Clinic New Appointments: 817-860-4474;
Dental Clinic Voicemail: 817-277-6620 x 3010;
Furniture: 817-277-6620 x 3006 (VM)
Grief Share: 817-704-6174;
Pledge Line: 817-277-6620 x 3102 (VM);
Medical Clinic: 817-277-9597;
The Dallas–Fort Worth metroplex (officially designated the Dallas–Fort Worth–Arlington, TX Metropolitan Statistical Area by the U.S. Office of Management and Budget),[3] encompasses 13 counties within the U.S. state of Texas. Residents of the area also refer to it as the Dallas–Fort Worth Metroplex, DFW, or the Metroplex. It is the economic and cultural hub of the region of North (North Central) Texas, and it is the largest inland metropolitan area in the United States.[4]

The Dallas–Fort Worth metroplex’s population is 7,399,662 according to the 2017 U.S. Census estimate,[5] making it the largest metropolitan area in both Texas and the South, the fourth-largest in the U.S., and the seventh-largest in the Americas. In 2016, DFW ascended to the number one spot in the nation in year-over-year population growth.[6] In 2016, the metropolitan economy surpassed Houston to become the fourth-largest in the nation, with a real GDP of just over $151 billion in 2016.[7] As such, the metropolitan area’s economy is ranked 11th largest in the world.

The region’s economy is primarily based on banking, commerce, telecommunications, technology, energy, healthcare and medical research, and transportation and logistics. In 2017, Dallas–Fort Worth is home to 22 Fortune 500 companies, the third-largest concentration of Fortune 500 companies in the nation, behind New York City (63) and Chicago (34).[8] The metroplex encompasses 9,286 square miles (24,100 km²) of total area: 8,991 sq mi (23,290 km²) is land, while 295 sq mi (760 km²) is water, making it larger in area than the states of Rhode Island and Connecticut combined.

Contents

Origin of the term
Metroplex counties
Metroplex cities, towns, and CDPs
Places with more than 100,000 inhabitants
Places with 10,000 to 99,999 inhabitants
Places with fewer than 10,000 inhabitants
Unincorporated places
Demographics
Combined Statistical Area
Components

Dallas–Fort Worth–Arlington

Metroplex

Downtown Dallas, Texas, in 2012

Downtown Fort Worth, Texas, in 2015

AT&T Stadium in Arlington

Country United States
State Texas
Principal cities
- Dallas
- Fort Worth
- Arlington
- Plano
- Garland
- Irving
- McKinney

https://en.wikipedia.org/wiki/Dallas%E2%80%93Fort_Worth_metroplex#Metroplex_counties
Origin of the term

A portmanteau of *metropolis* and *complex*, the term *metropolex* is credited to Harve Chapman, an executive vice president with Dallas-based Tracy-Locke which was one of three advertising agencies that worked with the North Texas Commission (NTC) on strategies to market the region.[9] The NTC copyrighted[10] the term "Southwest Metropolex" in 1972 as a replacement for the previously-ubiquitous "North Texas", which studies had shown lacked identifiability outside the state. In fact, only 38 percent of a survey group identified Dallas and Fort Worth as part of "North Texas", with the Texas Panhandle also a perceived correct answer, being the northernmost region of Texas.[11]

Metroplex counties

- Collin County
- Dallas County
- Denton County
- Ellis County
- Hood County
- Hunt County
- Johnson County
- Kaufman County
- Parker County
- Rockwall County
- Somervell County
- **Tarrant County**
- Wise County
January 23, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Hammack Creek Apartments (TDHCA#: 19315)

Dear Sharon:

I am writing this letter to voice my support for TDHCA Tax Credit Application #19315, Hammack Creek Apartments, to be located at 5306 Sublett Rd, on the west side of US Hwy 287, in Kennedale, TX 76060.

Meals on Wheels is a tax-exempt civic organization that serves the community in which the development site is located, with a primary purpose of the overall betterment of the community. We believe that there is a need for housing that is affordable to citizens of modest means and this development will help meet that need.

Sincerely,

[Signature]

Steven R. Cook, D.Min.
Vice President of Client Services
Meals On Wheels Inc. of Tarrant County
5740 Airport Freeway
Haltom City, TX 76117
817-258-6401
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 09, 2019

MEALS-ON-WHEELS, INC. OF TARRANT COUNTY
5740 AIRPORT FWY
FORT WORTH, TX 76117-6005

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-22-1977
Sales and use tax, as of 11-16-1989
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17515687980

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
About Us

Agency Overview

Meals On Wheels, Inc. of Tarrant County is a 501(c)(3) not-for-profit charitable organization that started in 1973 as a collaboration between 11 faith-based organizations in downtown Fort Worth to bring food to the elderly in the central city area. Over the years, we have grown and now serve all of Tarrant County, providing approximately 1 million meals each year to some of Tarrant County’s most frail citizens. By providing home-delivered meals, professional case management, and other needed items or services to our homebound, elderly and disabled clients, we enable them to remain living independently in their own homes, surrounded by a lifetime of memories.
and comfortable. Due to illness or the blessing of many birthdays, the majority of our clients can no longer remain at home without assistance. Without our help, many of our clients would be forced into nursing homes or other care facilities. Our goal is to keep our clients in their homes – where they want to be – for as long as possible.

Some people may be recovering from a hospital stay or illness and will only be on the program for a short period of time. Others have a long-term need and may receive home-delivered meals on an ongoing basis.

In an independent study of hunger among the elderly in the United States, Texas ranked fourth highest in the number of seniors going to bed hungry. We can deliver meals to one homebound person for an entire year at a cost lower than one day in a hospital or six days in a nursing home. Plus, through our Home-Delivered Meals program, we save money for taxpayers, who subsidize the cost of nursing home care for those who cannot afford it. Another study by the Center for Effective Government found that every dollar invested in Meals On Wheels saves up to $50 in Medicaid spending.

Meals are delivered by over 5,000 caring volunteers who freely give of their time and personal resources to ensure that our clients receive a nutritious meal. These caring individuals do more than just provide a meal and a friendly home visit. They are trained to contact our office if a client does not answer the door. This daily safety check gives many of our clients and their families an added peace of mind.

Mission Statement
Services We Offer

- Home-delivered meals
- Professional case management
- Client Services program
- Companion pet meals
- Supplemental groceries
- Friend to Friend
- Diabetes screening & intervention
- Nutrition screening & counseling

Meals On Wheels, Inc. of Tarrant County
5740 Airport Freeway
Fort Worth, Texas 76117-6005

Phone: 817-336-0912
Fax: 817-338-1066
info@mealsonwheels.org
mealsonwheels.org

Our Mission

To promote the dignity and independence of older adults, persons with disabilities, and other homebound persons by delivering nutritious meals and providing or coordinating needed services.
The People We Help

At Meals On Wheels, Inc. of Tarrant County, our mission is to serve residents of the county who:

- Are homebound for any length of time because of age and/or disability
- Are physically or mentally unable to prepare a balanced, nutritious meal for themselves
- Do not have anyone available to help them prepare this type of meal on a regular basis

Typical client statistics:
- 84% are older than age 60
- 90% are considered low income
- 36% are minority
- 64% are woman

You might know a neighbor or family member who needs our services, or you might need our help yourself. Refer yourself or someone you know to our agency or learn more about becoming a client by calling 817-336-0912 or visiting mealsonwheels.org

More Than A Meal

Some of our clients need specific help to improve their quality of life or better enable them to remain at home in a safe and healthy environment. Many have no family or support system in place to help them with these critical needs. Our Client Services program steps in as a last resort when a client has exhausted all other potential resources.

Client Services covers many different needs, including supplemental pantry food, personal hygiene products, adult incontinence supplies, blankets, heaters, fans, air conditioners, walkers, shower chairs, grab bars, and more. We coordinate with available social services programs to ensure that existing resources are used when possible.

Donate

We welcome your tax-deductible donation, honorarium, or memorial gift in any amount. You may also choose to make an in-kind donation of products or services or include Meals On Wheels, Inc. of Tarrant County in your estate plan. Monetary donations may be mailed to our office or made securely online at mealsonwheels.org

Volunteer

Volunteers are vital in helping us achieve our mission. We are always in need of volunteers throughout Tarrant County to deliver meals, help with special activities, and assist with minor home repairs. Individuals, community groups, faith-based organizations, and corporate groups comprise our great volunteer force.

VOLUNTEERING AT A GLANCE

- Our volunteer drivers donate their time, vehicles, and fuel to deliver a route of meals once a week or on a substitute basis
- Volunteers pick up the meals and their delivery information between 10:30 a.m. and 11:30 a.m. at a site near their home or office
- It takes about an hour to deliver a meal and a caring smile to all of the clients on a route

Learn how you can help:
817-336-0912
info@mealsonwheels.org
mealsonwheels.org

Provide a Meal

- $6 feeds a client in need for one day.
- $30 feeds a client in need for one week.
- $120 feeds a client in need for one month.
- $1,560 feeds a client in need for an entire year.

Registered and licensed dietitians on staff plan meals that meet at least one-third of the daily dietary standards established by the U.S. Government.
February 12, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Villas at Hammack Creek (TDHCA#: 19315)

Dear Sharon:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 19315, Hammack Creek Apartments, to be located at 5306 Sublett Rd, on the west side of US Hwy 287, in Kennedale, TX 76060.

The applicant has been recognized by other chambers of commerce for the positive economic impact of his developments on the local community. Further we believe that there is a need for housing that is affordable to citizens of modest means in every community and this development will help meet that need.

US India Chamber of Commerce DFW is a 501(c)(6) organization serving the community by providing professional, business and economic development services to the community.

Sincerely,

[Signature]

Neel Gonuguntla
President
US India Chamber of Commerce DFW
5930 LBJ Fwy #310
Dallas, TX 75240
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 18, 2019

INDO-AMERICAN CHAMBER OF COMMERCE OF GREATER DALLA
5930 LYNDON B JOHNSON FWY STE 350
DALLAS, TX 75240-6372

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 09-24-1999
Sales and use tax, as of 09-24-1999
(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: 32001847329

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.
WHO WE ARE

The US India Chamber of Commerce (formerly Greater Dallas Indo-American Chamber of Commerce) is a non-profit 501(c) (6) organization created by successful Americans of Indian origin, wanting to further encourage and facilitate trade between the United States and India. In addition to international trade, the USICOC promotes commerce in local markets, helping member companies network and grow their businesses, sell to mainstream America as well as other Indian Businesses and do business with local, state and federal government agencies.

Download the USICOC brochure: Chamber Brochure.PDF

Founding Chairman:

"Welcome to the US India Chamber of Commerce(USICOC) web site. You will find this to be a useful resource and vital link to the Indo-American business community of the Dallas Fort Worth metroplex.

We welcome your feedback, comments and suggestions as you browse the web site. Please bookmark this site and visit us often for the latest updates on Indo-US business news and business news from the metroplex.

Once again, thank you for visiting the USICOC web site and we hope you will come back soon!"

A.K. Mago

FOUNDING CHAIRMAN

Mission

To foster dynamic, profitable and growing partnerships between businesses, individuals and associations of greater Dallas and India. In order to live our mission, the association will engage in the following:

- Provide easy and speedy access to information and facilitate business connections.
- Mobilize its members to support legislative initiatives at various levels (local, state and federal) that promote our mission or oppose moves that impede business climate.
- Educate our communities and businesses on doing business with India and help de-mystify the process.
- Provide networking opportunities for our members to foster entrepreneurialism and business formation.
- To provide support and gain the support of sister organizations across the US and India that are dedicated to a mission similar to ours.

Our address and directions:

From address: Get directions

Copyright © USICOC. All rights reserved.
Website by Vyasa Web LLC
MINORITY BUSINESS INITIATIVES
Annually USICOC conducts workshops on "How to be certified as a minority vendor". This certification is a business development initiative that helps socially and economically disadvantaged American Citizens gain access to available economic opportunities.

The objectives of this initiative are to:
- Increase the number and productivity of the MBEs around the Dallas Fort Worth Area
- Provide the expertise and guidance to assist MBEs
- Foster and promote public and private partnerships to improve and enhance the climate for MBEs to conduct business.

Minority Purchasing initiatives are carried out by most leading corporations in virtually every sector of commercial business including manufacturing, airlines, insurance, foods, computers, telecommunications, and consumer products and services. Its primary purpose is to insure that suppliers of raw materials and services include businesses owned by minority groups.

The thrust of this initiative is focused on sourcing and pre-qualifying competitive minority owned companies so that the pool of suppliers mirrors the customer base.

WOMEN'S BUSINESS INITIATIVES
Women-owned businesses are increasing in number, range, diversity and earning power in and around the Dallas Fort Worth Area. The US India Chamber of Commerce designs, develops and deploys economic initiatives to propel women entrepreneurs into economic, social, and political spheres of power within this area.

The USICOC women's business initiatives aim to:
- Foster relations with women business owners to exchange ideas and opportunities
- Provide certification and procurement opportunities
- Provide networking opportunities through business workshops and franchise expositions
- Recognize outstanding achievements through the Annual Awards Banquet

These business initiatives provide an invaluable platform through which women business owners can attend conferences and seminars on the trends, regulations and new technologies that impact their business.

As entrepreneurs we encourage you to advertise, leverage and promote your business through speaking and networking opportunities that put these women owned businesses at the forefront of these activities.

INTERNATIONAL BUSINESS INITIATIVES
The US INDIA Chamber of Commerce offers specific experience in the following areas:
- Dealing with companies in the Dallas Fort-Worth area interested in gaining a presence in Asia by accessing the Indian market.
- Assessment of business opportunities
- Matching companies to suitable opportunities which will maximize impact
- Preparing and leading overseas visits
- Negotiation and deal making in technology transfer
- Business planning and sourcing of funds

Our team of entrepreneurial consultants lead the way in defining new approaches to international business development. Having established successful businesses in and around the Dallas Fort-Worth area whilst still maintaining strong ties with businesses in India, they represent a wealth of business information and experience.

They provide extensive field experience in policy dialogue, infrastructure development, small business networking, and information and communications technologies through work with the Indian and US governments.

TECHNOLOGY BUSINESS INITIATIVES
The main objectives of these Technology initiatives are business promotion, to exchange views on and diffusion of technologies within corporations in the Dallas Fort Worth Area and between these corporations and India.

Annually, USICOC serves as a single point of contact for national policy makers, country representatives, technology transfer specialists, private sector companies and financial institutions who are invited as speakers and panelists.

USICOC serves as a common foundation for corporations looking for the right partner and leading professionals looking at employment opportunities. USICOC's Business Luncheons provide business opportunities with Business/Government Delegations with a focus on Plastics, Food Processing, Healthcare, Software, Power/Energy, Automobile Parts, and Infrastructure Development.
Dallas–Fort Worth metroplex

From Wikipedia, the free encyclopedia

The Dallas–Fort Worth–Arlington, TX Metropolitan Statistical Area, the official title designated by the United States Office of Management and Budget, encompasses 13 counties within the U.S. state of Texas. Residents of the area refer to it as the Dallas/Fort Worth Metroplex, DFW, or The Metroplex. It is the economic and cultural hub of the region commonly called North Texas or North Central Texas and is the largest inland metropolitan area in the United States.[3]

The 2015 official estimate U.S. Census has the Dallas–Fort Worth Metroplex at 7,102,796,[4] making it the largest metropolitan area in the South. During the 12-month period from July 2008 to July 2009, the Dallas–Fort Worth–Arlington metropolitan area gained 146,530 new residents, more than any other metropolitan area in the United States.[5][6] The area's population has grown by about one million since the 2000 US census.[7] The Dallas–Fort Worth–Arlington MSA is, by population, the largest metropolitan area in Texas, the largest in the South, the fourth-largest in the United States, and the tenth-largest in the Americas. The metroplex encompasses 9,286 square miles (24,100 km²) of total area: 8,991 sq mi (23,290 km²) is land, while 295 sq mi (760 km²) is water, making it larger in area than the U.S. states of Rhode Island and Connecticut combined. It also has the fourth largest gross metropolitan product (GMP) in the United States,[8] and approximately tenth largest by GMP in the world.

Contents

1 Origin of the term
2 Metroplex counties
3 Metroplex cities, towns, and CDPs
   3.1 Places with more than 100,000 inhabitants
   3.2 Places with 10,000 to 99,999 inhabitants
   3.3 Places with fewer than 10,000 inhabitants
   3.4 Unincorporated places
4 Demographics
5 Combined Statistical Area
   5.1 Components
   5.2 Demographics
6 Geography
7 Economy

Dallas–Fort Worth

<table>
<thead>
<tr>
<th>Metropolitan Statistical Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Downtown Dallas, Texas in March 2009</td>
</tr>
<tr>
<td>Downtown Fort Worth, Texas in June 2010</td>
</tr>
<tr>
<td>AT&amp;T Stadium in Arlington</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country</th>
<th>United States</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>Texas</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal cities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dallas</td>
</tr>
<tr>
<td>Fort Worth</td>
</tr>
<tr>
<td>Arlington</td>
</tr>
<tr>
<td>Plano</td>
</tr>
<tr>
<td>Irving</td>
</tr>
<tr>
<td>Denton</td>
</tr>
<tr>
<td>Frisco</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban</td>
</tr>
<tr>
<td>Metro</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Highest elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,368 ft (417 m)</td>
</tr>
</tbody>
</table>
Origin of the term

A portmanteau of metropolis and complex, the term metroplex is credited to Harve Chapman, an executive vice president with Dallas-based Tracy-Locke which was one of three advertising agencies that worked with the North Texas Commission (NTC) on strategies to market the region.[9] The NTC copyrighted[10] the term "Southwest Metroplex" in 1972 as a replacement for the previously-ubiquitous "North Texas", which studies had shown lacked identifiability outside the state. In fact, only 38 percent of a survey group identified Dallas and Fort Worth as part of "North Texas", with the Texas Panhandle also a perceived correct answer, being the northernmost region of Texas.[11]

Metroplex counties

- Collin County
- Dallas County
- Denton County
- Ellis County
- Hood County
- Hunt County
- Johnson County
- Kaufman County
- Parker County
- Rockwall County
- Somervell County
- Tarrant County
- Wise County

Metroplex cities, towns, and CDPs

Note: Cities and towns are categorized based on the latest population estimates from the North Central Texas Council of Governments (as of January 1, 2012).[13] No population estimates are released for census-designated places (CDPs), which are marked with an asterisk (*). These places are categorized based on their 2010 census population.[14]
2019 HTC
Full Application

Part 7 Tab 47

Third Party Reports
### Required Third Party Reports

Be advised that all third party reports will be posted on the Department’s website along with the Application.

Complete the information below as applicable [§11.205].

1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   - **Prepared by:** Phase Engineering
   - **Date of Report:** 2/23/2019
   - 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.

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.
   - Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.
   - Applicant has submitted an environmental packet to TDHCA and determination is pending.
   - Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.

3. **Primary Market Area Map**
   - Primary Market Area (PMA) map with definition of PMA is included behind this tab.
   - **Prepared by:** Apartment MarkData
   - **Date of Report:** TBD
   - Development Site Location:
     - Longitude: -97.220202
     - Latitude: 32.646459

4. **Property Condition Assessment (PCA)**
   - **Prepared by:** NA
   - **Date of Report:**

5. **Appraisal**
   - **Prepared by:** NA
   - **Date of Report:**

6. **Site Design and Development Feasibility Report**
   - **Prepared by:** Barron Stark Engineers
   - **Date of Report:** 2/27/2019

---

2/28/2019
2019 HTC
Full Application

Part 7 Tab 47

ESA Statement
Hammack Creek Apartments
Additional ESA Certification

Per the ESA prepared for Hammack Creek Apartments, KD Hammack Creek Housing, LP certifies that it will comply with any and all recommendations made by the ESA provider.

Deepak P. Sulakhe
Date 2/19/19
2019 HTC
Full Application

Part 7 Tab 47

Market Study Map and Definition
February 26, 2019

Mr. Brent Stewart  
Texas Dept. of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

Re: Public Information Request - Release

Greetings:

As part of the market studies produced for the 2019 9% LIHTC application round, Apartment MarketData, LLC (AMD) certifies that it has read and understands Department Rules specific to the report found in Section 11.303 of the Underwriting Rules and Guidelines. AMD acknowledges that the Texas Department of Housing and Community Affairs (the "Department") may publish any of the reports on the Department's website, release it in response to a request for public information, and make other use of the information as authorized by law.”

Sincerely,

[Signature]

Darrell G. Jack  
Market Analyst  
President
**MARKET ANALYSIS SUMMARY**

<table>
<thead>
<tr>
<th>Provider:</th>
<th>Apartment MarketData, LLC</th>
<th>Date:</th>
<th>2/5/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact:</td>
<td>Darrell G Jack</td>
<td>Phone:</td>
<td>(210) 530-0040</td>
</tr>
<tr>
<td>Development</td>
<td>Hammack Creek</td>
<td>Target Population:</td>
<td>General</td>
</tr>
<tr>
<td>Site Location</td>
<td>NEQ Kennedale Sublett &amp; Kennedale Pkwy</td>
<td>City:</td>
<td>Kennedale</td>
</tr>
<tr>
<td></td>
<td></td>
<td>County:</td>
<td>Tarrant</td>
</tr>
<tr>
<td>Site Coordinates:</td>
<td>Latitude</td>
<td>Longitude</td>
<td>(decimal degree format)</td>
</tr>
<tr>
<td></td>
<td>32.646459</td>
<td>-97.220202</td>
<td></td>
</tr>
</tbody>
</table>

**Primary Market Area (PMA)**

| 484391111.02 | 484391115.29 | 484391111.04 | 484391115.30 | 484391114.05 | 484391115.31 | 484391114.08 | 484391115.32 | 484391114.09 | 484391115.33 | 484391115.34 | 484391115.35 | 484391115.45 | 484391115.46 | 484391216.08 | 484391216.09 | 484391216.10 | 484391216.11 |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 37.80       | Square Miles|             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |             |
Tie-Breaker Information

Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value). If a tie still persists, then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (“AMFI”), as determined by the U.S. Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (“CHAS”) dataset and as reflected in the Department’s current Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 11.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td>Poverty Rate is less than 15.629.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Applicable Poverty Rate = NA</td>
</tr>
</tbody>
</table>

Rent Burden Rank = 152 (lower number wins tie)

Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: -97.220202
Development Latitude: 32.646459
Target Population: General
Closest Development serving same Population: Village Creek
Application Number: HTC 060415
Address: 5151 Mansfield Highway, Fort Worth TX
Year of Award: 2006

2/28/2019
Part 9

TDHCA Review Tabs
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. **Site Control**: Confirm each of the separate option is still valid or submit evidence that Deepak Sulakhe has site control as the two options that were submitted do not appear to indicate that he has site control. Has he closed on the two separate options? If so, provide an executed settlement statement for each transaction.

2. **Architect Drawings**: The floor plan for the leasing center/club doesn’t appear to have the dimensions included.

3. **Parking**: Confirm the number of parking spaces to be provided. It should be noted if there will be any carports or garages. The number of parking spaces on the site plan should be consistent with the Tab 23c Accessible Parking Calculation Form as well as the Specifications and Building/Unit Type Configuration Form.

4. **Tab 23**: Submit executed Accessibility Forms. All should be consistent with all other parts of the Application and Architectural drawings.

5. **Annual Operating Expenses**: Revise and resubmit to include the description of “Other” under the General & Administrative Expenses section. Furthermore, under “Other Expenses” at the bottom of the page, you must include the TDHCA Compliance Fee, it appears as though the Direct Loan Compliance Fees were included in error as no Direct Loan funds were requested.

6. **Site Work Costs**: The Site Work Costs form shows an amount of $2,346,841 which is inconsistent with the Development Cost Schedule. Provide an explanation.

7. **Site Design and Development Feasibility Report**: The submitted feasibility report indicates the development will have 110 units; which is inconsistent with the application. Identify where in the Report a preliminary site plan has been included with a statement that the plan materially adheres to all applicable zoning, site development, and building code ordinances was submitted.
The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 30, 2019. Please respond to this email as confirmation of receipt.**

**All deficiencies must be corrected or clarified by 5 pm Austin local time on April 30, 2019.**

**Please respond to this email as confirmation of receipt.**

Thanks.
About TDHCA
The Texas Department of Housing and Community Affairs is committed to expanding fair housing choice and opportunities for Texans through the administration and funding of affordable housing and homeownership opportunities, weatherization, and community-based services with the help of for-profits, nonprofits, and local governments. For more information about fair housing, funding opportunities, or services in your area, please visit www.tdhca.state.tx.us or the Learn about Fair Housing in Texas page.

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)).
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application .pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
VIA EMAIL

April 29, 2019

Texas Department of Housing and Community Affairs
Attn:  Marni Holloway - Director of Multifamily Finance
Attn:  Sharon Gamble – 9% HTC Program Administrator
221 East 11th Street
Austin, TX 78701

RE: TDHCA #19315 – Hammack Creek Apartments

Dear Marni and Sharon:

In accordance with Section 11.10 of the 2019 QAP, Palladium USA is requesting staff to consider whether the matters described in this letter and supporting documentation should be the subject of an Administrative Deficiency. We are also providing a copy to the representative for Application #19315.

In Section 11.204(10) an Applicant is required to submit evidence that the Development Owner has Site Control. The Site Control documents submitted with the Full Application included two option agreements dated 11-07-18 between Larry Walter (Optionor) and OM Housing, LLC (Optionee) and Mark Jason Doskocil (Optionor) and OM Housing, LLC (Optionee). The terms of both Option Agreements are identical. Sections 3(a) of the Option Agreements states “The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee (Purchase Agreement)”. Section 3(b) states that if the Option is not exercised on or before the “Termination Date” of 01-15-19 or “Early Termination Date” of 12-21-18 then the Option granted shall automatically terminate and be null and void. Please note Section 3(d) of the Option Agreement states the Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Project as long as the Option Agreement is in effect.

The Applicant submitted a Commercial Contract for Unimproved Property on or before the Full Application Delivery Date. The contract submitted was between OM Housing, LLC as the Seller and KD Hammack Creek Housing, LP as the Buyer. Deepak Sulakhe is the President and CEO of OM Housing, LLC as well as a Member of KD Hammack Creek Housing, LP. The Option Contract is only exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee (Purchase Agreement). Since there is not a real estate contract between Larry Walter and OM Housing, LLC and/or Mark Jason Doskocil and OM Housing, LLC in the Application, the Applicant did not have Site Control at the Full Application submission date. Therefore, the Application for 19315-Hammock Creek Apartments should be terminated.
Additionally, in Section 11.205 an Applicant is required to submit a Market Analysis on or before 04-02-19. The Market Analysis submitted for Application 19315-Hammack Creek Apartments was dated 03-02-18 and prepared by Novogradac for The Reserves at Merriwood Ranch in Garland Texas. The Applicant did not submit the required Market Study for 19315 – Hammack Creek Apartments on or before the required due date and therefore Application for 19315-Hammack Creek Apartments should be terminated.

Should you have any questions or require additional information please contact me. My contact information is below.

Sincerely,

Thomas E. Huth
President and CEO
Palladium USA International, Inc.
Phone: 972-774-4400
Fax: 972-774-4484
Email: thuth@palladiumusa.com

Attachments
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: OM Housing, LLC
Address: 5033 Brookview Drive, Dallas, Texas 75220
Phone: 214.432.7610 Fax: 214.594.9753
E-mail: dsulakhe@omhousing.com

Buyer: KD Hammack Creek Housing, LP
Address: 5033 Brookview Drive, Dallas, Texas 75220
Phone: 214.432.7610 Fax: 214.594.9753
E-mail: dsulakhe@omhousing.com

2. PROPERTY:

A. "Property" means that real property situated in Tarrant County, Texas at
133 E. Kennedale PKWY, and 345 & 337 Kennedale Sublet Rd., Kennedale, TX
(address) and that is legally described on the attached Exhibit A
or as follows:

Approximately 7.964 Acres out of combined 7.764 Acres 133 E. Kennedale PKWY and 8.021 Acres J.B. Renfr o Survey Abstract NO. 1280 Tracts 1&2. Generally identified in Exhibit A.

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.)

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 .......................... $ 1,600,000.00
(2) Sum of all financing described in Paragraph 4 ........................ $ __________
(3) Sales price (sum of 3A(1) and 3A(2)) .............................. $ 1,600,000.00

(TAR-1802) 10-18-05 Initiated for Identification by Buyer and Seller

Colliers International 1300 Post Oak Blvd Ste 225 Houston, TX 77056
Phone: (713) 222-2111 Fax: (713) 986-4980 Charles Herder
Casa de Espera
Produced with ZepForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com
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 $ ________________ per:

☐ (i) square foot of ☐ total area ☐ net area.

☐ (ii) acre of ☐ total area ☐ 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) ____________________________________________ .

(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 30 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 $ ________________ .

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.

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum, Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $ ________________ .

☐ C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum in the amount of $ ________________ .

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 500.00 as earnest money with Stewart Title, Carol Erik (escrow agent) at 17304 Preston Road, Suite 110, Dallas TX (address). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract by providing written notice to Buyer before Buyer deposits the earnest money and may exercise Seller's remedies under Paragraph 15.

B. Buyer will deposit an additional amount of $ ________________ with the escrow agent 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 & Exhibit B

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 escrow agent 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) 10-18-05

initiated for Identification by Buyer and Seller

Page 2 of 12
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 Title 365 (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 __ Seller.

(3) Buyer may object to any restrictive covenants on the Property within the time required under Paragraph 6C.

(4) Within 15 days after the effective date, Seller will furnish Buyer a commitment for 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 120 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 Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(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 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 existing survey of the Property dated ________________ along with an affidavit required by the title company for approval of the survey. If the survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a survey acceptable to the title company and deliver the acceptable survey to the Buyer and the title company within 15 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 15 days if necessary for Seller to deliver an acceptable survey within the time required.

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

(1) Within 30 days after Buyer receives 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 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 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:

Items in Section 6.C. (see Addendum A)

B. Feasibility Period: Buyer may terminate this contract for any reason within 120 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

☐ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $100.00 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 escrow agent. 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 timely deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Not later than 3 days after the effective date, Buyer must pay Seller $ 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 timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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 15 days after the effective date, Seller will deliver to Buyer:

- (a) copies of all current 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) all communication and/or agreements with public agencies pertaining to 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 and all copies that Buyer made of those items; and (b) deliver 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 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 ________ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than __________________ by each tenant that leases space in the Property. The estoppel certificates must state:

(TAR-1802) 10-18-05 Initiated for Identification by Buyer _______ and Seller _______  page 5 of 12

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

Casa de Espera
Commercial Contract - Unimproved Property Concerning _______________________

(1) that no default exists under the lease by the landlord or tenant as of the date the estoppel certificate is signed;
(2) the amount of the scheduled rents to be paid through the end of the lease and any rental payments that have been paid in advance;
(3) the amount of any security deposit;
(4) the amount of any offsets tenant is entitled against rent;
(5) the expiration date of the lease;
(6) a description of any renewal options; and
(7) ____________________________________________________________.

9. BROKERS:

A. The brokers to this sale are:

Cooperating Broker License No. Principal Broker License No.

Address

Phone Fax Phone Fax

E-mail: ___________ E-mail: ________________

Cooperating Broker represents buyer. Principal Broker: (Check only one box.)

☐ represents Seller only.

☐ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

B. Fees. (Check only one box.)

☐ (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:

Cooperating Broker a total cash fee of: Principal Broker a total cash fee of:

☐ % of the sales price. ☐ % of the sales price.

The cash fees will be paid in ________________ County, Texas. Seller authorizes escrow agent to pay the brokers from the Seller's proceeds at closing.

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 closing of the sale will be on or before 30 days after the expiration of the feasibility period and subject to extensions provided in section 12 or within 7 days after objections made under Paragraph 6C have been cured or waived, whichever date is later (the closing date).

B. If either party fails to close by the closing date, the non-defaulting 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) with no 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 escrow agent stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the escrow agent to: (i) withhold from Seller's proceeds an amount sufficient to comply 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 escrow agent;
   (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, 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: (Identify exhibit if special provisions are contained in an attachment.)
   Attached hereto as Addendum A and Exhibit B.
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 changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller 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 may:
   1. terminate this contract and receive the earnest money as liquidated damages, thereby releasing the parties from this contract; or
   2. enforce specific performance, or seek other relief as may be provided by law, or both.
B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey, or commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as the 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 15B, 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, thereby releasing the parties from this contract; 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 any escrow agent 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.
B. If both parties make written demand for the earnest money, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
C. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 15 days after the date escrow agent sent the demand to the other party, escrow agent 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 escrow agent may pay the same to the creditors.
D. Escrow agent will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
E. If escrow agent complies with this Paragraph 18, each party hereby releases escrow agent from all claims related to the disbursal of the earnest money.
F. Notices under this Paragraph 18 must be sent by certified mail; return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.

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 Property Condition Statement.
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. Seller also consents to receive any notices by e-mail at Seller’s e-mail address stated in Paragraph 1.
☐ B. Buyer also consents to receive any notices by e-mail at Buyer’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.

B. This contract is to be construed in accordance with the laws of the State of Texas.

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

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

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

☒ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum;
☐ (3) Commercial Property Condition Statement;
☐ (4) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (5) Addendum for Coastal Area Property;
☐ (6) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway; and
☒ (7) Addendum A & Exhibit B

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)
F. 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 escrow agent 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.

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.

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. Selection of inspectors and repairmen is the responsibility of Buyer and not the brokers.

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 02-28-19, 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.

Buyer: OK Housing, LLC
By: Deepak P. Sulakhe
Printed Name: Deepak P. Sulakhe
Title: President / CEO

Seller: KD Hammock Creek, LP
By: Deepak P. Sulakhe
Printed Name: Deepak P. Sulakhe
Title: Member

AGREEMENT BETWEEN BROKERS

Principal Broker agrees to pay (Cooperating Broker) a fee of $ ______ or ______ % of the sales price when the Principal Broker's fee is received. Escrow agent 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.

Cooperating Broker
By: __________________
Principal Broker
By: __________________

ATTORNEYS

Buyer’s attorney is:
Name: Fielder Nelms
Address: Smith, Stern, Friedman & Nelms, P.C.
14160 Dallas Parkway, Suite 800, Dallas, TX 75254
Phone & Fax: 214-739-0606 / Fax: 214-739-0608
E-mail: fnelms@ssfnlaw.com

Buyer’s attorney requests copies of documents, notices, and other information:
☒ the title company sends to Buyer.
☒ Seller sends to Buyer.

Seller’s attorney is:
Name:
Address:
Phone & Fax:
E-mail:

Seller’s attorney requests copies of documents, notices, and other information:
☒ the title company sends to Seller.
☒ Buyer sends to Seller.

ESCROW RECEIPT

Escrow agent acknowledges receipt of:
☒ A. the contract on this day February 28, 2019 (effective date);
☐ B. earnest money in the amount of $_______ in the form of ________ on ________

Escrow Agent: Stewart Title Company
By: Carol Erick
Address: 15950 Dallas Parkway, Suite 100
Dallas, TX 75248
Phone & Fax: 214-473-5414 / Fax 833-431-4776
E-mail: Carol.Erick@Stewart.com

This is not option nor per the option agreement. Person executing for both buyer and seller is the applicant for 19315 - Hammock Creek
ADDENDUM A

TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

This ADDENDUM A TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY is attached to, and made a part of, that Commercial Contract - Unimproved Property (the "Contract") executed by KD Hammack Creek Housing, LP, a to be formed Texas limited partnership (together with its successors and/or assigns, "Buyer"); and OM Housing, LLC, a Texas limited liability Company (together with its successors and/or assigns, "Seller") (Buyer and Seller are collectively referred to as the "Parties", and each a "Party"). In the event the terms of this Addendum A conflict with the terms of the Contract, the terms of this Addendum A shall control. All references to the terms "contract" in the Contract shall mean the Contract as amended by this Addendum A.

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

1. Feasibility Period. Paragraph 7.B is hereby deleted in its entirety and replaced with the following:

"Buyer may terminate this contract for any reason on or before August 1st, 2019 (Feasibility Period) by providing Seller written notice of Termination (Check only one box)."

2. Inspections. Paragraph 7.C(1) is hereby amended by adding the following thereto:

"Such inspections, studies and assessments may include, without limitation, one or more environmental site assessments, including without limitation, borings and other physical samplings."

3. Leases. Paragraph 8 is hereby deleted in its entirety and replaced with the following:

"Notwithstanding anything to the contrary set forth in this contract, Seller represents and warrants to Buyer that (a) there are no outstanding written or oral leases in any way affecting the Property, (b) no person or entity has any right with respect to all or any portion of the Property (whether by option to purchase, right of first refusal, contract or otherwise) that may prevent or interfere with Buyer taking title to, and exclusive possession of, all of the Property at closing, and (c) Seller shall not enter into any new lease with respect to the Property during the pendency of this contract without Buyer's prior written consent, which may be given or withheld by Buyer in Buyer's sole and absolute discretion." This shall not apply to any mineral lease contracts. Minerals are not being conveyed.

4. Closing. Paragraph 10 is hereby amended by adding the following:

"Extensions. Buyer shall have the right to extend the closing date for one (1) additional periods (1) from August 1st, 2019 to September 1st, 2019. Buyer must request the extension period by delivering (a) written notice thereof to Buyer, and (b) a $500.00 Extension Payment to escrow agent, prior to the expiration of the feasibility period. The Extension Payments shall be applicable to the purchase price at closing (see Exhibit B)."
5. **Rollback Taxes.** Paragraph 14.B is hereby deleted and replaced with the following:

"Rollback Taxes. If the sale contemplated hereby, a change in the use of the Property, or denial of any special use valuation of the Property would result in the assessment after the closing of additional taxes and interest applicable to the period of time before the closing ("Rollback Taxes"), then Seller shall give a credit to Buyer at the closing for 100% of the amount of the Rollback Taxes (including interest and penalties) that may be assessed after the closing as reasonably estimated by the title company, and Buyer shall be responsible for the payment of the Rollback Taxes (including interest and penalties) if and when assessed after the closing. There will be no subsequent adjustment notwithstanding whether the actual Rollback Taxes assessed after the closing differ from the estimate used at the closing. If any Rollback Taxes are due before the closing due to Seller's change in use of the Property or a denial of a special use valuation of the Property, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the closing."

6. **Default.** Paragraph 15.B(1) is hereby deleted and replaced with the following:

"(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7.B(1), together with Seller's reimbursement of Buyer's reasonable out-of-pocket expenses incurred in connection with its due diligence inspection of the Property, as Buyer's sole remedy; or"

7. **Material Facts.** Paragraph 19.B is hereby amended by adding the following:

"(11) any proposed special assessments or condemnation; pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel; and

(12) any existing or proposed plans to widen, modify or realign any street adjoining or adjacent to the Property, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

Seller shall fully disclose to Buyer, promptly upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the closing date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the closing and delivery of the Deed."

8. **Notices.** Paragraph 20 is hereby amended by adding the following:

"Notices sent by facsimile and/or e-mail shall not be effective until the sending party receives confirmation that the notice has been received by the receiving party."

9. **Feasibility Period.** Subject to the terms of Paragraph 7.B(1) of the Contract, the earnest money shall be disbursed by escrow agent to Buyer if Buyer gives written
notice to escrow agent on or before the end of the feasibility period, stating that Buyer has terminated the Contract. Such notice by Buyer shall be conclusive evidence of Buyer’s right to receive the earnest money. Seller and Buyer irrevocable instruct escrow agent to disburse the earnest money to Buyer upon receipt of said notice, without any other written authorization and without further verification of the party entitled to receive the earnest money. Seller and Buyer agree to indemnify and hold escrow agent harmless for making any disbursement in an attempt to comply with the provisions hereof. Escrow Agent may rely upon any document or copy which it believes to be genuine, may assume that the Party executing any document is authorized to do so, and shall not be liable for anything, which it in good faith, may or may not do in connection herewith.

10. Closing Conditions. In addition to any other conditions set forth in the Contract, Buyer shall not be obligated to close this transaction and purchase the Property unless each of the following are either timely satisfied or waived by Borrower in writing:

a. Subdivided. At or prior to closing, if the Property is part of a larger parcel belonging to Seller, the Property shall be subdivided from the larger parcel and/or platted. Conversely, if Property is part of several smaller parcels belonging to Seller, the Property shall be combined into a single parcel and/or platted.

b. Utilities. Prior to closing, Buyer shall have received utility will-serve letters confirming that all necessary utilities are available in sufficient capacity to service the Property for its intended purpose without unusual or extraordinary expense to Buyer other than standard "tap in" fees.

c. Governmental Approvals. Prior to closing, Buyer shall have received all necessary and customary governmental approvals necessary for Buyer to develop and operate the Property for its intended purpose, including without limitation, those for utilities, zoning, special uses, building construction, site construction and off-site improvements (such as road widening easements and permits from applicable departments of transportation, and ingress/egress easements), and/or approval of a final site plan for the proposed development along with utility commitments and required capacity for the intended number of units. All such approvals, permits and allocations, and any conditions imposed thereon, must be acceptable to Buyer in its sole discretion

d. Zoning. At closing the Property shall be zoned to permit the development of the Property for Buyer’s intended purpose.

In the event that any condition precedent in this Section 10 is not satisfied by the date specified in this Section 10, Buyer shall have the right to terminate the Contract by delivering written notice thereof to Seller, and Buyer shall receive a full and prompt refund of the earnest money (less the independent consideration referenced in Paragraph 7.B(1) of the contract), together with accrued interest thereon, without the need for Seller’s consent for its release.
11. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer as follows:

a. **No Notices.** Seller has not received any notice of, and to the best of its knowledge there are no (i) proposed special assessments or condemnation; (ii) pending public improvements that will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving any portion of the Property or any adjacent parcel.

b. **Access.** Seller has not received notice of any existing or proposed plans to widen, modify or realign any street adjoining or adjacent to the Property, and the Property has full and free access to and from public highways, streets and roads. Seller has no knowledge of any pending or threatened proceeding by any governmental authority, or any other fact or condition, which would limit or result in the termination of the Property's access to and from such public highways, streets and roads.

c. **Utility Availability.** Public water, sanitary and storm sewer, electricity, gas, and other required utilities (i) are available to the Property in quantities sufficient for the successful operation of the Property for its intended purpose; (ii) enter the Property through adjoining public streets or, if passing through adjoining private land, do so in accordance with recorded public or private easements; and (iii) are serviced and maintained by the appropriate public or quasi-public entity.

d. **Utility District.** The Property is not situated in a utility or other statutorily created district providing water, sewer, drainage or flood control facilities and services.

e. **Pipelines.** There are no transportation pipelines, including without limitation, pipelines for the transportation of natural gas, natural gas liquids, synthetic gas, liquefied petroleum gas, petroleum or a petroleum product or hazardous substance, located on, under or within the Property.

f. **Owners' Association.** The Property is not subject to mandatory membership in a property owners' association.

g. **Litigation.** There is no pending or threatened litigation, arbitration, administrative action or examination, claim or demand whatsoever related to the Property; and no attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller of the Property or contemplated by Seller.

Seller shall fully disclose to Buyer, immediately upon its occurrence, any change in facts, assumptions or circumstances of which Seller becomes aware prior to the closing date that may affect the representations and warranties set forth above. The representations and warranties of Seller contained herein shall survive the closing and delivery of the Deed.

12. **Plans and Approvals.** Buyer shall have the right to file, at Buyer's expense, any and all applications and plans necessary to obtain building permits, any rezoning or subdivision (or the vacation of any existing subdivision or plat) and/or any other agreement, assurance, approval or permit from any and all governmental authorities having jurisdiction
over the Property that Buyer deems appropriate in connection with the intended purpose of
the Property. Seller agrees to join in the execution of any application required in order to
obtain any such agreement, assurance, permit or approval (or file such application
individually if the relevant governmental authority shall so require). Seller further agrees to
cooperate with Buyer or its nominee in all respects, including without limitation, attending
and giving favorable testimony at any hearings on the petitions or applications, meeting
with and providing information to public and private utilities and governmental and quasi-
governmental entities, and otherwise working to obtain the agreements, assurances,
approvals and permits required by Buyer or its nominee without additional cost or obligation
to Buyer or its nominee.

13. **Survey.** Seller agrees to credit the purchase price in the amount of $5,000, if and
only if property closes, at closing to reimburse Buyer for the cost of the survey.

14. **Financing.** Buyer shall have the right to terminate the Contract if Buyer does not
secure financing on terms acceptable to Buyer in Buyer's sole and absolute discretion, by
delivering written notice thereof to Seller, and Buyer shall receive a full and prompt refund
of the earnest money (less the independent consideration referenced in Paragraph 7.B(1) of
the Contract), together with accrued interest thereon, without the need for Seller's
signature for its release.

15. **Right to Terminate.** Subject to the terms of other terms of the Contract regarding
disbursement of the earnest money, Buyer shall have the right to terminate the Contract at
any time prior to closing.

16. **Effect of Termination.** The Contract shall be void and of no further force and effect
upon any proper termination under the terms of the Contract (other than terms that
specifically provide that they survive termination of the Contract).
EXHIBIT A

Legal Description

(to be attached)
LEGAL DESCRIPTION

BEGINNING 7.964 acres of land situated in the J.B. RENFRO SURVEY, ABSTRACT No. 1260, City of Kennedale, Tarrant County, Texas, being a portion of those certain tracts of land described in deed as Tract 1, Tract 3 and Tract 4, to Larry Walker, recorded in Instrument Number D212279455, County Clerk's Records, Tarrant County, Texas, a portion of that certain tract of land described to Larry M. Walker, recorded in Volume 9632, Page 257, Deed Records Tarrant County, Texas, a portion of that certain tract of land described in deed as Tract 1 and Tract 2, recorded in Clerk's File Number D212048802, County Clerk's Records, Tarrant County, Texas, and a portion of those certain tracts of land described in deed to Mark J. Doskocil, recorded in Instrument Number D214158488 and D214158489, County Clerk's Records, Tarrant County, Texas, said 7.964 acres being more particularly described as follows:

COMMENCING at a point at the northwest corner of that certain tract of land described in deed to Mark J. Doskocil, recorded in Clerk's File Number D214158488, County Clerk's Records, Tarrant County, Texas and being the northeast corner of that certain tract of land described in deed to Melvin Uselton and wife, Margaret Uselton, recorded in Volume 5146, Page 152, Deed Records, Tarrant County, Texas, said COMMENCING POINT being (per deed call) S 61°48'24" E, distance of 565.44 feet from the southeast corner of Lot 4-R, Block J, CRESTDALE ADDITION, an Addition to the City of Kennedale, Tarrant County, Texas, according to the Plat recorded in Volume 388-12, Page 21, Plat Records, Tarrant County, Texas;

THENCE S 07°45'55" W, along the common line of said Doskocil and Uselton tracts, a distance of 7.64 feet to the POINT OF BEGINNING and most northeasterly corner of the herein described 7.964 acre tract, said BEGINNING POINT having a State Plane, NAD 83, Zone 402 (Grid) coordinate value of NORTH:6921217.807 and EAST:23622806.596, for reference;

THENCE N 67°40'04" E, leaving said common line, across said Doskocil tract (recorded in D214158488), a distance of 141.10 feet to a point;

THENCE S 03°40'20" E, across the common line of said Doskocil tracts (recorded in D214158488 and D214158489), and continuing, in all, a distance of 166.89 feet to a point;

THENCE S 58°22'12" E, across said Doskocil tract (recorded in D214158489), a distance of 59.87 feet to a point;

THENCE, S 21°37'48" W, continuing across said Doskocil tract (recorded in D214158489), a distance of 18.00 feet to a point;

THENCE, S 68°22'12" E, continuing across said Doskocil tract (recorded in D214158489), a distance of 67.01 feet to a point;

THENCE, S 25°29'12" W, continuing across said Doskocil tract (recorded in D214158489), a distance of 28.47 feet to a point;

THENCE, S 68°17'14" E, continuing across said Doskocil tract (recorded in D214158489), a distance of 202.48 feet to a point in the northwesterly line of Kennedale-Suhlett Road, being at the beginning of a curve to the right, whose radius is 665.31 feet and whose long chord bears S 30°39'32" W, a chord distance of 180.23 feet;

THENCE along the northwesterly line of said Kennedale-Suhlett Road, as follows:

Along said curve in a southerly direction, through a central angle of 117°07'24" , an arc distance of 180.00 feet to a point;

THENCE, S 45°13'30" W, a distance of 464.00 feet to a point at the beginning of a curve to the right, whose radius is 225.04 feet and whose long chord bears S 59°40'38" W, a chord distance of 112.30 feet;

Along said curve in a southerly direction, through a central angle of 28°53'45", an arc distance of 113.50 feet to a 1/2" iron rod found in the southerly west line of said Doskocil tract (recorded in D214158489) and being the southeast corner of said Larry Walker Tract 2 (recorded in D212048802) for the most southerly corner of the herein described 7.964 acre tract;

THENCE, N 08°31'31" E, along the common line of said Doskocil tract (recorded in D214158489) and said Larry Walker Tract 2 (recorded in D212048802), along the approximate centerline of a creek, a distance of 242.81 feet to a point;

THENCE, N 09°59'13" E, continuing along the common line of said Doskocil tract (recorded in D214158489) and said Larry Walker Tract 2 (recorded in D212048802), continuing along the approximate centerline of said creek, a distance of 11.41 feet to a point;

THENCE, N 00°00'00" E, leaving said common line and the approximate centerline of said creek across said Doskocil tract (recorded in D214158489) and said Uselton tract along the approximate centerline of said creek across said Doskocil tract (recorded in D214158489), a distance of 221.18 feet to a point at

THENCE, N 15°38'01" W, along the common line of said Mark J. Doskocil tract (recorded in D214158488) and said Uselton tract, along the approximate centerline of said creek, a distance of 50.67 feet to a point at the northwest corner of said Mark J. Doskocil tract (recorded in D214158489) and being the southeast corner of said Mark J. Doskocil tract (recorded in D214158488);

THENCE, N 47°27'09" E, along the common line of said Mark J. Doskocil tract (recorded in D214158488 and said Uselton tract) and along the approximate centerline of said creek, a distance of 92.23 feet to the POINT OF BEGINNING and containing 7.964 acres (346913 square feet) of land, more or less;
EXHIBIT B

DELIVERY AND RELEASE OF DEPOSIT AMOUNTS

<table>
<thead>
<tr>
<th>DATE*</th>
<th>BEGINNING DATE</th>
<th>EXPIRATION DATE</th>
<th>AMOUNT BUYER DELIVERS TO ESCROW</th>
<th>AMOUNT NON-REFUNDABLE TO BUYER (except as otherwise provided in the Contract)</th>
<th>AMOUNT APPLICABLE TO PURCHASE PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>Date Escrow Agent receipts fully-executed Contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>3 days after the Effective Date</td>
<td>$500 for Feasibility Period</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feasibility Period</td>
<td>August 1st, 2019</td>
<td>$500</td>
<td>$0</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Delivery of Fee for Extension</td>
<td>August 1st, 2019</td>
<td>If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing</td>
<td>If Closing does not occur, no amount will be delivered</td>
<td>If Closing does not occur, no amount will be delivered; however, Seller will keep the amounts previously released as set forth above</td>
<td></td>
</tr>
<tr>
<td>Extension</td>
<td>August 1st, 2019</td>
<td>September 1st, 2019</td>
<td>If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing</td>
<td>If Closing does not occur, no amount will be delivered</td>
<td>Yes</td>
</tr>
<tr>
<td>Last Day to Close</td>
<td>September 1st, 2019</td>
<td>September 1st, 2019</td>
<td>If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing</td>
<td>If Closing does not occur, no amount will be delivered; however, Seller will keep the amounts previously released as set forth above</td>
<td>Yes</td>
</tr>
</tbody>
</table>

* If any of the above dates occur on a weekend or a holiday, the applicable date will move forward to the next available business day.
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the “Option Agreement”) is dated the 7th day of November, 2018 and entered into between Larry Walther (“Optionor”), and OM Housing, LLC, a Texas limited liability company (“Optionee”).

WHEREAS, Optionee is considering purchasing from Optionor approximately 7.764 acres of land located at 113 E. Kennedale Parkway, Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto (“Project”).

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Project for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. Grant of Option. Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Project (“Option”).

2. Term of Option. Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 15th, 2019 (Termination Date”). However, if the Kennedale City Council approves a Letter of Support on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 (“Early Termination Date”).

3. Exercise of Option.

   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee (“Purchase Agreement”).
6. In the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted hereunder shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under the Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

6. Neither Optionee nor Optionor shall have any duty to either issue a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party herein or any other person if a Purchase Agreement is not executed on or before the Termination Date.

6(iii) Optionee shall have no right to enter into any agreement with another party with respect to the purchase of the Project as long as the Option Agreement is in effect.

4. Purchase Price. The purchase price for the Property shall be $1,000,000.00.

5. Time of the Essence. Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. Governing Law and Venue. This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. Successors and Assigns. The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign this Option Agreement without the prior written consent of Optionor.

8. Amendment. This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. Counterparts. This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

Executed to be effective as of the date set forth above.

OPTIONOR:

Larry Walthers
PO Box 31346
Fort Worth, TX 76162

[Signature]
OPTIONEE:
OM HOUSING, LLC

By:
Deepak P. Suikha, President and CEO
Acknowledgement for second site is below.

Sincerely,

Jason Lain, MDIV, MA, Broker
Director of Acquisitions
Central: (972) 836-7232
Cell: (325) 660-7232
Fax: (214) 594-9753
Email: jlain@omhousing.com

Please consider the environment before printing this e-mail.

http://www.trec.state.tx.us/pdf/contracts/IABS1-0.pdf - Texas Law requires all real estate licensees to provide the information about the brokerage services found in this link.
I acknowledge that the $500 option fee was received and that that option agreement is binding through January 20. Larry

From: Jason Lain <jlain@omhousing.com>
Sent: Monday, January 7, 2019 1:41 PM
To: Larry Walther <larry.walther@usu.edu>
Cc: Deepak P. Sulakhe <dsulakhe@omhousing.com>
Subject: EOA Consideration Acknowledgment

Larry, could we get an email from you acknowledging that you received the $500 Consideration fee for the EOA? The State requires that we have something from you (can be email) simply stating it's been received. Thank you so much for your help!

Sincerely,

Jason G. Lain, MDiv, MA, Broker
Director of Acquisitions
Central: (972) 836-7232
Cell: (325) 660-7232
Fax (214) 594-9753
Email: jlain@omhousing.com

Please consider the environment before printing this e-mail.

The information contained in this transmission may contain privileged and confidential information that may be privileged or protected by rules relating to non-public information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

http://www.trec.state.tx.us/pdf/contracts/ABS1-0.pdf - Texas Law requires all real estate licensees to provide the information about the brokerage services found in this link.
EXCLUSIVE OPTION AGREEMENT

This Exclusive Option Agreement (the "Option Agreement") is dated the 7th day of November, 2018 and entered into between Mark Jason Doskocil ("Optionor"), and OM Housing, LLC, a Texas limited liability company ("Optionee").

WHEREAS, Optionee is considering purchasing from Optionor approximately 8,021 acres located at 345 & 337 Kennedale Sublet Rd., Kennedale, Tarrant County, Texas, as more fully described on Exhibit A attached hereto ("Property").

WHEREAS, Optionee has requested Optionor to grant Optionee the sole and exclusive right to purchase the Property for a certain time period, and Optionor has agreed to do so.

NOW, THEREFORE, for the sum of $500.00 (to be applied to earnest money due under any contract entered into by the parties) and other good and valuable consideration paid to Optionor by Optionee, the receipt and legal sufficiency of which are hereby acknowledged and agreed, Optionor and Optionee mutually covenant and agree as follows:

1. Grant of Option. Subject to the terms and conditions recited herein, Optionor hereby grants to Optionee the sole and exclusive right and option to acquire fee simple title in the Property ("Option").

2. Term of Option. Unless exercised by Optionee strictly in the manner provided herein, this Option shall automatically expire, terminate, and be of no further force or effect January 15th, 2019 (Termination Date). However, if the Kennedale City Council approves a Letter of Support on December 11th, 2018, the Option shall automatically expire, terminate, and be of no further force or effect on December 21, 2018 (Early Termination Date).

3. Exercise of Option:

   (a) The Option granted herein shall only be exercisable by the execution and delivery by Optionor and Optionee of a real estate sales contract upon terms and conditions mutually acceptable to Optionor and Optionee ("Purchase Agreement").

   (b) If the Option is not exercised on or before the Termination Date or the Early Termination Date, whichever is applicable, then (i) the Option granted herein shall automatically terminate and be null and void and of no further force or effect, and (ii) the rights of Optionee under this Option Agreement shall automatically terminate, and neither party shall have any remaining obligations hereunder.

   (c) Neither Optionor nor Optionee shall have any duty to enter into a Purchase Agreement prior to the Termination Date, and neither Optionor nor Optionee shall incur or suffer liability or monetary responsibility of any kind to the other party hereto or any other person if a Purchase Agreement is not executed on or before the Termination Date.

   (d) Optionor shall have no right to enter into an agreement with another party with respect to the purchase of the Property as long as the Option Agreement is in effect.
4. **Purchase Price.** The purchase price for the Property shall be $595,000.

5. **Time of the Essence.** Time is of the essence with regard to all time periods and deadlines stated in this Option Agreement.

6. **Governing Law and Venue.** This Option Agreement shall be construed in accordance with and the rights and remedies of the parties determined under the laws of the State of Texas. The parties agree that exclusive venue for any suit or proceeding relating to this Option Agreement, including the enforcement thereof, shall be in Tarrant County, Texas.

7. **Successors and Assigns.** The provisions of this Option Agreement are for the benefit of and are binding upon all successors and permitted assigns of Optionor and Optionee. Optionee may assign this Option Agreement without the prior written consent of Optionor.

8. **Amendment.** This Option Agreement may only be amended by a written instrument signed by Optionor and Optionee or their respective successors and permitted assigns.

9. **Counterparts.** This Option Agreement may be executed in counterparts and all such counterparts shall constitute one single agreement.

*(SIGNATURE PAGE ON NEXT SHEET)*
Executed to be effective as of the date set forth above.

OPTIONOR:

Mark Jason Doskocil
4408 Barnett Blvd.,
Arlington, TX 76017

By:
Mark Jason Doskocil

OPTIONEE:

OM HOUSING, LLC

By:
Deepak P. Sulakhe, President and CEO
From: Doskocil Properties <jason@dpmrealty.com>
Date: Monday, January 7, 2019 at 3:04 PM
To: Jason Lain <jlain@omhousing.com>
Subject: Re: Acknowledgement of Consideration for EOA

Yes I received the $500 option fee for the purchase of 337 Kennedale Sublett Rd.
Thank you,

On Mon, Jan 7, 2019 at 2:42 PM Jason Lain <jlain@omhousing.com> wrote:

Jason, could we get an email from you acknowledging that you received the $500 Consideration fee for the EOA? The State requires that we have something from you (can be email) simply stating it’s been received. Thank you so much for your help!

Sincerely,

OM Homes
Setting the standard in high quality sustainable development

Jason G. Lain, MDiv, MA, Broker
Director of Acquisitions
Central: (972) 836-7232
Cell: (325) 660-7232
Please consider the environment before printing this e-mail.

The information contained in this transmission may contain privileged and confidential information that may be privileged or protected by rules relating to non-public information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

http://www.trec.state.tx.us/docs/contacts/WEB1-0.pdf - Texas Law requires all real estate licensees to provide the information about the brokerage services found in this link.

Jason Deskoelj
Broker/Owner

Office (817) 472-5455
Cell (817) 229-9773
Fax (817) 764-0703
jason@govreality.com

Information About Brokerage Service as required by Texas Law
A MARKET STUDY OF:
THE RESERVES AT MERRIWOOD RANCH

The Reserves at Merriwood Ranch Market Study was posted to the TDHCA website under:
* Current Application Cycle
* 2019 9% Competitive Housing Tax Credit Full-Application
* Market Studies (PDF format)
* 19315
A MARKET STUDY OF:

THE RESERVES AT MERRIWOOD RANCH

E. Miller Road, east of E. Centerville Road
Garland, Dallas County, TX 75041

Effective Date: February 26, 2018
Report Date: March 2, 2018

Prepared for:
Sally Roth
Overland Property Group, LLC
5345 W. 151st Terrace
Leawood, KS 66224

And

Texas Department of Housing & Community Affairs (TDHCA)
221 East 11th Street
Austin, Texas 78701

Prepared by:
Novogradac & Company LLP
6700 Antioch Road, Suite 450
Merriam, KS 66204
(913) 312-4615
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
Department staff will place scanned copies of appeal documents behind this tab in the application .pdf
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