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: Bardin 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:
Applicant Entity Name

Signature of Authorized Representative
Deepak P. Sulakhe

Printed Name
Deepak P. Sulakhe

Title
President/CEO

Date
Feb 21, 2019

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

(Personalized Seal)

Notary Public Signature
TIFFANY RACHEL STAFFORD
Notary Public, State of Texas
Comm. Expires 10-31-2022
Notary ID 131779781

Notary Public, State of
Texas

County of
Dallas

My Commission Expires:
2-21-2019

Date

2/15/2019
2019 HTC
Full Application

Part 1 Tab 2
Development Owner Certification,
Acknowledgement, and Consent
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):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Notary Public Signature
February 19, 2019

RE: City of Arlington Unified Development Code proximity to Industrial Manufacturing Zoning

To Whom It May Concern:

The City of Arlington adopted the Unified Development Code (UDC) in June 2014 in city ordinance 14-039. The ordinance history of amendments is attached. Specific sections of the UDC regarding setback requirements to properties with Industrial zoning/uses is also attached. The UDC regulates the proximity of Industrial zoning/uses adjacent to Multi-Family Residential zoning/uses within the City of Arlington.

The proposed Bardin Apartments site is adjacent to a site zoned Industrial Manufacturing located to the north. The UDC requires a 30-foot wide landscape buffer setback from the property line for residential buildings.

Article 5 of the UDC concerns Design and Development Standards and Section 5.3 concerns residential screening and buffering to ensure that less intensive development is protected from negative effects that may occur when uses that are more intensive or structures are developed on adjacent sites.

Per Table 5.3-1, a Multi-family use that is adjacent to a property with Industrial zoning/use requires Level "3" Screening and Buffering. Per Table 5.3-2, Level "3" requires a landscape buffer width of 30 feet. Within this buffer, one evergreen tree is required per every 450 square feet of buffer, as well as the installation of a screening wall constructed of 100 percent masonry (brick, stone, architecturally finished reinforced concrete), or any other sustainable material with more than 30-year life expectancy to give a long lasting, aesthetically pleasing appearance.

To summarize, the City of Arlington's Unified Development Code has established a landscape buffer requirement for residential uses adjacent to Industrial zoning/uses. The proposed Bardin Apartments is allowed adjacent to industrial zoning/uses with a 30-foot landscape buffer setback and appropriate screening subject to the review of a new Planned Development, with a Development Plan and recommendation and approval by the Planning and Zoning Commission and City Council.

If you have further questions or need additional information, please do not hesitate to call me. Our office hours are 8:00 am to 5:00 pm Monday through Friday, and I may be reached at (817) 459-6138.

Sincerely,

Jennifer Pruitt, AICP, LEED AP
Planning Manager
Planning and Development Services
City of Arlington
Jennifer.pruitt@arlingtontx.gov
2019 HTC
Full Application

Part 1 Tab 3

Applicant Eligibility Certification
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.
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
Multifamily Direct Loan Certification is included behind this tab.

Multifamily Direct Loan Certification is not applicable to this Application.

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

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

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

<table>
<thead>
<tr>
<th>1. Applicant Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Deepak P. Sukakhe</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 5033 Brookview Dr.</td>
</tr>
<tr>
<td><strong>Street:</strong> 5033 Brookview Dr.</td>
</tr>
<tr>
<td><strong>City:</strong> Dallas</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 75220</td>
</tr>
<tr>
<td><strong>Phone:</strong> 214-432-7610</td>
</tr>
<tr>
<td><strong>Office:</strong> 214-432-7610</td>
</tr>
<tr>
<td><strong>Mobile:</strong> NA</td>
</tr>
<tr>
<td><strong>Extension:</strong> NA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Second Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td><strong>Street:</strong> 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78702</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Office:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Mobile:</strong> (512) 789-1295</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Consultant Contact <em>(if applicable)</em></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Alyssa Carpenter</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
</tr>
<tr>
<td><strong>Mailing Address:</strong> 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td><strong>Street:</strong> 1305 E 6th, Ste 12</td>
</tr>
<tr>
<td><strong>City:</strong> Austin</td>
</tr>
<tr>
<td><strong>State:</strong> TX</td>
</tr>
<tr>
<td><strong>Zip:</strong> 78702</td>
</tr>
<tr>
<td><strong>Phone:</strong> (512) 789-1295</td>
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<tr>
<td><strong>Office:</strong> (512) 789-1295</td>
</tr>
<tr>
<td><strong>Mobile:</strong> (512) 789-1295</td>
</tr>
</tbody>
</table>

2/28/2019
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>
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<tr>
<td>Sponsor Characteristics</td>
<td>§11.9(b)(2)</td>
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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>
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<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>
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<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>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
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<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>0</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
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Serve and Support Texans Most in Need Total: 49

Criteria Promoting Community Support and Engagement

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

Community Support and Engagement Total: 11

Criteria Promoting the Efficient Use of Limited Resources and Applicant Accountability

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tbody>
<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
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<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>2</td>
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<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
<td>0</td>
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<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>
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Efficient Use of Limited Resources and Applicant Accountability Total: 43

Point Deductions

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

Total Application Self Score: 120

2/28/2019
2019 HTC
Full Application

Part 2 Tab 7

Site Information Form
Part I
**Site Information Form Part I**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 1.     | **Development Address (All Programs)**
|        | NWQ W Bardin Rd and Matlock Rd. |
|        | Arlington ETJ? No |
|        | Address Region Zip County Rural/Urban |
| 2.     | **Census Tract Information (All Programs)**
|        | Census Tract Number 4843911516 No QCT? 4843911516 |
|        | Median Household Income: 58015.0 Q2 Poverty Rate: 9.6 |
|        | 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. |
|        | **x** Twice the State Average Per Capita. The proposed Development is NOT located in a municipality or a county that has more than twice the state average of units per capita supported by Tax Credits or Private Activity Bonds. (QAP §11.3(c)) |
|        | **x** One Mile Three Year Rule. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located one mile or less from a New Construction HTC or Bond Development serving the same type of household and awarded within the applicable three-year period and has not been withdrawn or terminated, OR the Development meets one of the exceptions in §11.3(d)(2) of the QAP (provide evidence of exception). |
|        | **x** Limitations on Developments in Certain Census Tracts. The proposed Development is NOT a New Construction or Adaptive Reuse development that will be located in a census tract that has more than 20% HTC units per total households. (§11.3(e)) |
| 4.     | **Two Mile Same Year Rule (Competitive HTC Only) [10 TAC §11.3(b)]**
|        | The site is not located in a county with a population that exceeds one million. |
|        | **x** The site is located in a county with a population that exceeds one million and is not located within 2 linear miles of the proposed Development Site of any eligible Pre-application in the same county. |
|        | **x** The site is located in a county with a population that exceeds one million and is located within 2 linear miles of the site of the following eligible Pre-application(s) within the same county: |
| 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: Community Commercial |
|        | 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): Important Farmland |
| 7.     | **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.11(o)(6)(B)]; [24 CFR 92.202, 93.150]**
|        | Confirm the following supporting documents are provided behind this tab. |
|        | Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons. |
|        | DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov. |

2/28/2019

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades X through X</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2016</td>
</tr>
<tr>
<td>Williams Elementary</td>
<td>K through 6</td>
<td>Yes</td>
</tr>
<tr>
<td>Ousley Junior High</td>
<td>7 through 8</td>
<td>Yes</td>
</tr>
<tr>
<td>Seguin High School</td>
<td>9 through 12</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Account for each year for each school.

---

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.
2019 HTC
Full Application

Part 2 Tab 8

Supporting Documentation for
Site Information Form Part I
Supporting Documentation for the Site Information Form Part I

Maps:
- [x] Street Map with Site Drawn and Identified
- [x] Census Tract Map with Development Site Identified
  https://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)
- [Information is included behind this tab.]
  - 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
Bardin 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 27, 2019

TDHCA
221 East 11th Street
Austin, TX 78701

RE: Zoning Change Application
Bardin Apartments
4650 Matlock Road
Arlington, Texas

To Whom It May Concern:

The above-mentioned development, to be developed by AT Bardin Housing, LP, at 4650 Matlock Road, Arlington, Texas is in the process of seeking a zoning change. An application for a zoning change has been submitted for the site of the proposed Bardin Apartments development located at 4650 Matlock Road, Arlington, Texas.

The City of Arlington has received a release agreeing to hold the political subdivision and all other parties harmless if the appropriate zoning for the proposed Bardin Apartments development is denied.

If I may be of further assistance, please do not hesitate to contact me at 817-459-6666.

Sincerely,

Gincy
AICP, Director
Department of Planning & Development Services
City of Arlington, TX
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 ARAE, Zone AR/AO, Zone AR(A1-A30), Zone AR/A, Zone V, Zone 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).

Zones A, AE, AH, AO, VE
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, and VE.

Zone X 500
Area With Reduced Flood Risk Due to Levee
Moderate Flood Hazard Areas - Areas of 0.2% (500-year) annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than less than 1 square mile; and areas protected by levees from 1% annual chance flood.

Floodway
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.

Zone X
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.

Area Not Included
Supporting Documents:
Farmland Designation
Farmland Classification—Tarrant County, Texas
(Bardin Apartments)

MAP LEGEND

Area of Interest (AOI)

Soils

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

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

Prime farmland if
subsoiled, completely
removing the root
inhibiting soil layer

Prime farmland if irrigated
and reclaimed of excess
salts and sodium

Farmland of statewide
importance

Farmland of local
importance

Farmland of unique
importance

Not rated or not available

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

Farmland of statewide
importance

Farmland of local
importance

Farmland of unique
importance

Not rated or not available

Water Features

Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

2/2/2019
Page 2 of 4
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>
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<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>
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<tr>
<td>25</td>
<td>Ferris-Heiden complex, 2 to 5 percent slopes</td>
<td>All areas are prime farmland</td>
<td>0.4</td>
<td>0.8%</td>
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<tr>
<td>33</td>
<td>Heiden clay, 1 to 3 percent slopes</td>
<td>All areas are prime farmland</td>
<td>27.9</td>
<td>51.3%</td>
</tr>
<tr>
<td>34</td>
<td>Houston Black clay, 1 to 3 percent slopes</td>
<td>All areas are prime farmland</td>
<td>13.6</td>
<td>25.0%</td>
</tr>
<tr>
<td>41</td>
<td>Lott silty clay, 1 to 3 percent slopes</td>
<td>Farmland of statewide importance</td>
<td>12.5</td>
<td>22.9%</td>
</tr>
<tr>
<td></td>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td><strong>54.3</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
### Arlington ISD

#### Enter Address to search by
- **Fiscal Year:** Current
- **Zip Code:** 76018 - 11012
- **Line 1:** 4600 Matlock Rd
- **City:** Arlington
- **State:** Texas

#### Campuses

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Begin Grade</th>
<th>End Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ousley Junior High School</td>
<td>950 Southeast Pkwy, Arlington, TX 76018-2910</td>
<td>(817)967-5700</td>
<td>07</td>
<td>08</td>
</tr>
<tr>
<td>Seguin High School</td>
<td>7001 Silo Rd, Arlington, TX 76002-3421</td>
<td>(817)967-6700</td>
<td>09</td>
<td>12</td>
</tr>
<tr>
<td>Williams Elementary</td>
<td>4915 Red Birch Dr, Arlington, TX 76018-1425</td>
<td>(817)967-5900</td>
<td>EE</td>
<td>06</td>
</tr>
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</table>
Texas Education Agency
2018 Accountability Ratings Overall Summary
WILLIAMS EL (220901145) - ARLINGTON ISD

<table>
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<tr>
<th>Component</th>
<th>Score</th>
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<tr>
<td>Overall</td>
<td></td>
<td>73</td>
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<tr>
<td>Student Achievement</td>
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<td>71</td>
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<tr>
<td>STAAR Performance</td>
<td>42</td>
<td>71</td>
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<td>College, Career and Military Readiness</td>
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<tr>
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<td>School Progress</td>
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<td>Academic Growth</td>
<td>70</td>
<td>72</td>
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<tr>
<td>Relative Performance (Eco Dis: 71.4%)</td>
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Distinction Designations

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<tr>
<td>Social Studies</td>
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<td>Comparative Academic Growth</td>
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<td>Postsecondary Readiness</td>
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Texas Education Agency
2018 Accountability Ratings Overall Summary
OUSLEY J H (220901055) - ARLINGTON ISD

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<td>Graduation Rate</td>
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<td>School Progress</td>
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Distinction Designations

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<td>Comparative Academic Growth</td>
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<td>Postsecondary Readiness</td>
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Texas Education Agency
2018 Accountability Ratings Overall Summary
SEGUIN H S (220901009) - ARLINGTON ISD

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<td>Academic Growth</td>
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<td>Met Standard</td>
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<td>Relative Performance (Eco Dis: 56.7%)</td>
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<td>75</td>
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Distinction Designations

<table>
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<th>Rating</th>
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<td>Earned</td>
</tr>
<tr>
<td>Postsecondary Readiness</td>
<td>Not Earned</td>
</tr>
<tr>
<td>Comparative Closing the Gaps</td>
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</tr>
</tbody>
</table>
Supporting Documents:
Waiver of Rules
This Tab is Not Applicable
2019 HTC
Full Application

Part 2 Tab 9

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

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

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Tract Quartile</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Development Site</strong> is located entirely within a census tract that has a median household income rate in the two highest quartiles within the region (2 points).</td>
<td></td>
</tr>
<tr>
<td>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).</td>
<td></td>
</tr>
</tbody>
</table>

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

   - full service grocery store (1 point)(1 mile)
   - pharmacy (1 point)(1 mile)
   - health-related facility (1 point)(3 miles)
   - licensed center serving children (1 point)(2 miles)
   - university or community college (1 point)(5 miles)
   - indoor recreation facility available to public (1 point)
   - outdoor recreation facility available to public (1 point)

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

   - community, civic or service organization (1 point)(1 mile)
   - delivered meals service (1 point)
   - census tract with ≥27% associate degrees adults ≥25 (1 point)
   - full service grocery store (1 point)(1 mile)
   - pharmacy (1 point)(1 mile)
   - health-related facility (1 point)(3 miles)
   - licensed center serving children (1 point)(2 miles)
   - university or community college (1 point)(5 miles)
   - indoor recreation facility available to public (1 point)
   - outdoor recreation facility available to public (1 point)

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

   - Application is seeking points for Opportunity Index. Total Points Claimed: **7**
   - If necessary, provide a brief summary of how the Development Site is justifying the points selected:
2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

- 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);
- 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).

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

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

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

- Development Site is located in a Place with a population over 200,000 and is **not** in the At-Risk Set-Aside.
- 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:** 3  
  **Urban**
- Application is claiming points for a Concerted Revitalization Plan ("CRP").
- No points were claimed for Opportunity Index.
- Applicant has selected amenities in the Opportunity Index section and included documentation in the CRP packet.
- The CRP Packet has been completed and uploaded along with but separately from the Application.

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

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

- Development is located in an area that qualifies as aDeclared 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.

Application is seeking points for Readiness to Proceed.  
Total Points Claimed: 0
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documentation for Site Information Form Part II
<table>
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<tr>
<th>Requirement</th>
<th>Evidence</th>
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<tbody>
<tr>
<td>Opportunity Index (Competitive HTC and Direct Loan Only)</td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contiguous census tract with evidence of</td>
</tr>
<tr>
<td></td>
<td>no physical barriers between the tracts</td>
</tr>
<tr>
<td></td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
</tr>
<tr>
<td></td>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements.</td>
</tr>
<tr>
<td></td>
<td>For each amenity, supporting documentation to evidence how the amenity meets each requirement of the rules.</td>
</tr>
<tr>
<td></td>
<td>NOTE: Per the rule, regular and recurring substantive services provided by community, civic or service organization must be beyond</td>
</tr>
<tr>
<td></td>
<td>exclusively congregational or member-affiliated activities. For this item, you must evidence the organization's service activity in the</td>
</tr>
<tr>
<td></td>
<td>community.</td>
</tr>
<tr>
<td></td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups</td>
</tr>
<tr>
<td></td>
<td>(<a href="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</a>)</td>
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<tr>
<td></td>
<td>Crime rate information for census tract from Neighborhood Scout or local data source dated after October 1, 2018, including the computation used to determine the crime rate</td>
</tr>
<tr>
<td></td>
<td>(<a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>)</td>
</tr>
<tr>
<td></td>
<td>Print-out from THECB website confirming accreditation of university or community college</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
</tr>
<tr>
<td></td>
<td>Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable</td>
</tr>
<tr>
<td></td>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
</tr>
<tr>
<td></td>
<td>Evidence from Attorney General of Colonia boundaries; and</td>
</tr>
<tr>
<td></td>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td></td>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td></td>
<td>Evidence from Attorney General of Colonia boundaries; and</td>
</tr>
<tr>
<td></td>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
</tr>
<tr>
<td></td>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.</td>
</tr>
<tr>
<td></td>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
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<tr>
<td></td>
<td>For other items:</td>
</tr>
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<td>Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the &quot;Board Approval&quot; column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at</td>
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<tr>
<td></td>
<td><a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
</tr>
<tr>
<td></td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.</td>
</tr>
<tr>
<td></td>
<td>Map with all contiguous census tracts, if applicable.</td>
</tr>
<tr>
<td></td>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
</tr>
<tr>
<td></td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
</tr>
</tbody>
</table>
Concerted Revitalization Plan (Competitive HTC Only)

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

Declared Disaster Area:

- The county in which the Development Site is located is listed on the 2019 List of Declared Disaster Areas (no further documentation is required).
  The List of Declared Disaster Areas is posted on the Department’s website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm
- Applicant believes the county in which the Development Site is located was omitted from the list and should be listed. Application includes evidence that the Development Site is located in an area declared to be a disaster area under Tex. Gov’t Code §418.014 at any time within the two-year period preceding the date of Application submission.

Readiness to Proceed

- Evidence that appropriate zoning will be in place at award (July 25, 2019).
- Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
Opportunity Index
Census tract 48439111516 has a median household income within the two highest quartiles of the region with a poverty percentage of less than 20%.

Census tract 48439111516 has an associate degree rate of $\geq 27\%$. 
Census Tract Map
Bardin 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>
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<tr>
<td>III</td>
<td>Walmart Supercenter</td>
<td>4801 S. Cooper St.</td>
<td>Arlington</td>
<td>76017</td>
<td>.79</td>
</tr>
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<td>IV</td>
<td>Walmart Pharmacy</td>
<td>4801 S. Cooper St.</td>
<td>Arlington</td>
<td>76017</td>
<td>.79</td>
</tr>
<tr>
<td>V</td>
<td>CareNow Urgent Care-Arlington</td>
<td>5405 S. Cooper St.</td>
<td>Arlington</td>
<td>76017</td>
<td>1.11</td>
</tr>
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<td>VI</td>
<td>Childcare Network</td>
<td>717 W. Stephens St.</td>
<td>Arlington</td>
<td>76017</td>
<td>.13</td>
</tr>
<tr>
<td>IX</td>
<td>The University of Texas at Arlington</td>
<td>701 W. Nedderman Dr.</td>
<td>Arlington</td>
<td>76019</td>
<td>3.76</td>
</tr>
<tr>
<td>XI</td>
<td>Anytime Fitness</td>
<td>1140 W. Bardin Rd.</td>
<td>Arlington</td>
<td>76017</td>
<td>.69</td>
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<td>XII</td>
<td>Harold Patterson Sports Center</td>
<td>1000 W. Bardin Rd.</td>
<td>Arlington</td>
<td>76017</td>
<td>.40</td>
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<td>XIII</td>
<td>Grace Community Church</td>
<td>801 West Bardin Rd.</td>
<td>Arlington</td>
<td>76017</td>
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<td>XIV</td>
<td>Meals on Wheels</td>
<td>Tarrant County</td>
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<td>Svc Area</td>
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<thead>
<tr>
<th>#</th>
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<th>Data</th>
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<tbody>
<tr>
<td>X</td>
<td>Associates Degree</td>
<td>35.54%</td>
</tr>
</tbody>
</table>
Bardin Apartments
1-Mile Radius
Bardin Apartments
5-Mile Radius
Arlington Supercenter #1801

4801 S Cooper St, TX 75017
Open 24 hours
Mon - Sun | Open 24 Hours

Services at This Store

- Auto Care Center   Closed until 7 am
- Pharmacy          Closed until 8 am
  Mon - Fri | 8 am - 9 pm
  Sat       | 8 am - 7 pm
  Sun       | 10 am - 6 pm
- Photo Center      Closed until 8:30 am
- Pickup           Open until 8 pm
- Vision Center    Closed until 9 am

See All

Popular Times at This Store

Find Items in This Store

Enter an item name

Weekly Ad

News & Events

Top Jan 15, 2019
Can't find what you need in store? No problem. Our associates have an app for that. Tell them what you want and they'll bring it to you.

Jan 15

Now Accepting Care Credit! Stop into the Vision Center today and see our new selection of frames.
Texas Pharmacy License # 21675

WALMART PHARMACY 10-1801

License Information

License Status: Active
License #: 21675
Expiration Date: 10/31/2019
Date License Issued: 03/18/2002

Address

4801 SOUTH COOPER
ARLINGTON, TX 76017
County: TARRANT
Phone: (817) 465-2474

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 554 of the Texas Pharmacy Act are confidential and not subject to public disclosure.

Class of Pharmacy: Community Pharmacy
Type of Ownership: LLC
Type of Pharmacy: Community Multi
# of Hospital beds: 0

Remedial Plans

Remedial plans (if any) are shown above and subject to removal at the end of the 6th fiscal year after the Board enters the plan.

Services Provided

No Nuclear
Yes 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
Yes Compounding Non-Sterile
No 24 Hour Service
No Closed Door
No Compounding, Office Use
No Home Delivery
No Infusion
Yes Pharmacist Administered Immunizations
Yes 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>
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<tbody>
<tr>
<td>PHAM, BAO TRAM VU</td>
<td>55297</td>
<td>07/31/2014</td>
<td>12/31/2020</td>
<td>P/C</td>
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<tr>
<td>ROBERTSON, KRISTY MADER</td>
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Texas Registered Technicians/Trainees Employment Information
### Technician/Trainee Name

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<th>Name</th>
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<tr>
<td>AGUWA, VICTOR</td>
<td>216833</td>
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<tr>
<td>DAO, MIKE</td>
<td>228959</td>
<td>03/20/2014</td>
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<tr>
<td>FENTY-BARROW, SHERRON NATASHA</td>
<td>181328</td>
<td>08/31/2010</td>
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<tr>
<td>LE, PHUONG BICH</td>
<td>227304</td>
<td>02/03/2014</td>
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<td>MCDONNELL, JAYLA HOPE</td>
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### Texas Remote Pharmacy Information

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### Texas Pharmacy Owner Information

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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.
About Arlington

The CareNow® urgent care clinic in Arlington, Texas provides convenient medical care for children and adults. This clinic's medical director is Dr. Stephen Buse.

The health care specialists at our Arlington urgent care center are devoted to improving the lives of each patient.

CareNow urgent care clinics treat children older than three months.

Urgent Care Hours

We understand you and your family may need urgent care services outside of just 9-5pm. That's why we're open seven days a week and until 9pm on weekdays!

- Mon-Fri: 8:00am - 9:00pm
- Saturday: 8:00am - 8:00pm
- Sunday: 8:00am - 5:00pm

How To Find Us

The CareNow® urgent care clinic is located at the intersection of South Cooper St and South West Green Oaks Blvd near St. Joseph Catholic School and Kroger.
Patients do not need an appointment, walk-ins are welcome and you can shorten your wait in the clinic lobby by using our Web Check-In®.

Ready to Check-In?

Our front desk staff will simply call and let you know once we're ready or you!

Common Urgent Care Services

- Immunizations are required at many schools, workplaces and in order to travel.
  - Flu Shots
  - Meningitis Vaccine
- CareNow® urgent care provides sports physicals, wellness panels and several other medical exams.
  - Sports Physical
  - General Wellness Panels
- We can provide quick diagnosis and treatment for UTIs and testing for STDs.
  - UTI
  - STD Testing

If you are in need of an X-ray or medical screen, our clinic can provide those services as well.

If you or your employer are in need of occupational medicine, our clinic offers health services including physical exams, medical tests, drug screenings and work-related injury care.

CareNow® Urgent Care can also help coordinate care with our nearby affiliated partner, Medical City Healthcare, or any healthcare provider you choose.

For children under 3 months of age, visit our local affiliate pediatric urgent care center Medical City Children's Urgent Care.

More Conditions We Treat
Operation Details
You may click on the question mark image (?) to view the Frequently Asked Questions (FAQ) page.

Operation Number: 1358766
Operation Type: Licensed Center
Program Provided: Child Care Program
Operation/Caregiver Name: Childcare Network #197
Location Address: 717 W STEPHENS ST
                  ARLINGTON, TX 76017
Mailing Address: 717 W STEPHENS ST
                 ARLINGTON, TX 76017
Phone Number: 817-557-8905
County: TARRANT
Website Address: www.childcarenetwork.net
Email Address: cnl197@childcarenetwork.com
Administrator/Director Name: Jennifer Stogin
Type of Issuance: Full Permit
Issuance Date: 10/3/2011
Permit Renewal Due By Date: 10/3/2019
Conditions on Permit: No
Accepts Child-Care Subsidies: Yes
Hours of Operation: 06:00 AM-06:30 PM
Days of Operation: Monday - Friday
Total Capacity: 144
Licensed to Serve Ages: Infant, Toddler, Pre-Kindergarten, School
Total Capacity: 144
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:
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, 2297 standards were evaluated for compliance at this operation.

- Of the standards evaluated 3 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**
  2 were weighted as **Medium - High**
  0 were weighted as **Medium**
  0 were weighted as **Medium - Low**
  0 were weighted as **Low**

Click on the weight to see additional details about each deficiency.

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.

Website and Email addresses are based on information given to DFPS by the Operation/Caregiver. If you experience problems with these addresses please contact the Operation/Caregiver.
We are Mavericks

An educational leader in the heart of the thriving North Texas region, The University of Texas at Arlington nurtures minds within an environment that values excellence, ingenuity, and diversity. UTA is dedicated to producing the lifelong learners and critical thinkers our region and nation demand.

A University of Distinction

UTA is a growing Carnegie Research-1 “highest research activity” powerhouse committed to life-enhancing discovery, innovative instruction, and caring community engagement.
A State-of-the-Art Campus in the Heart of North Texas

With a growing number of campus residents, UTA has become a first-choice university for students seeking a vibrant college experience. Our students participate in a robust slate of co-curricular activities that prepare them to become the next generation of leaders.

Our Alumni Make History

About 65 percent of the University’s 210,000 alumni live in North Texas and contribute to our annual economic impact of $12.8 billion in the region.
Our Leadership

We connect students with their careers. We empower our faculty to pursue their interests. And we supply the world with fresh ideas and determined talent. What makes all of those things possible is our strong central organization that operates with efficiency, clarity, and integrity.

MEET OUR LEADERS
### Public Universities

**Download the Excel Version**

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<thead>
<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angelo State University</td>
<td>Brian J. May</td>
<td>(325) 942-2073</td>
</tr>
<tr>
<td>Lamar University</td>
<td>Kenneth Evans</td>
<td>(432) 880-7011</td>
</tr>
<tr>
<td>Midwestern State University</td>
<td>Suzanne Shively</td>
<td>(940) 397-4000</td>
</tr>
<tr>
<td>Prairie View A&amp;M University</td>
<td>Ruth J. Simmons</td>
<td>(936) 857-3311</td>
</tr>
<tr>
<td>Sam Houston State University</td>
<td>Dave G. Hoyt</td>
<td>(817) 264-1111</td>
</tr>
<tr>
<td>Stephen F. Austin State University</td>
<td>Steve Westmook</td>
<td>(936) 468-2011</td>
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<tr>
<td>Sul Ross State University</td>
<td>William (Bill) Kibler</td>
<td>(432) 637-6011</td>
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<tr>
<td>Sul Ross State University Rio Grande College</td>
<td>William (Bill) Kibler</td>
<td>(832) 278-3339</td>
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<tr>
<td>Tarleton State University</td>
<td>F. Dominic Delario</td>
<td>(254) 995-9000</td>
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<tr>
<td>Texas A&amp;M International University</td>
<td>Pablo Arenas</td>
<td>(956) 336-2001</td>
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<tr>
<td>Texas A&amp;M University</td>
<td>Michael K. Young</td>
<td>(775) 845-3211</td>
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<tr>
<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Foxton</td>
<td>(877) 392-4443</td>
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<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp</td>
<td>(845) 498-6000</td>
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<tr>
<td>Texas A&amp;M University Kingsville</td>
<td>Steven H. Tallant</td>
<td>(936) 563-3307</td>
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<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Mario Niglizzi</td>
<td>(254) 519-5400</td>
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<tr>
<td>Texas A&amp;M University-Commerce</td>
<td>Mark Rudin</td>
<td>(361) 688-5014</td>
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<tr>
<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quintanilla</td>
<td>(936) 625-5700</td>
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<td>Texas A&amp;M University-Kingsville</td>
<td>Steven H. Tallant</td>
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<tr>
<td>Texas A&amp;M University-San Antonio</td>
<td>Cynthia Tenerite-Mazzone</td>
<td>(210) 932-6299</td>
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<td>Texas A&amp;M University-Texas A&amp;M</td>
<td>Emily F. Cutter</td>
<td>(995) 223-3000</td>
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<tr>
<td>Texas Southern University</td>
<td>Austin A. Lane</td>
<td>(713) 313-7011</td>
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<tr>
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<td>Denise Trauth</td>
<td>(512) 245-2111</td>
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<td>Brian McCall</td>
<td>(806) 742-2011</td>
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<tr>
<td>Texas Tech University</td>
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<tr>
<td>Texas Women's University</td>
<td>Carine M. Feyten</td>
<td>(940) 888-3201</td>
</tr>
<tr>
<td>304 Administration Drive</td>
<td>Chancellor/President</td>
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<tr>
<td>Denton, TX 76204-5058</td>
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<tr>
<td>The University of Dallas</td>
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<tr>
<td>600 West Campbell Road</td>
<td>Richard C. Benson</td>
<td>(806) 783-2111</td>
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<td>Richardson, TX 75080-3221</td>
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<tr>
<td>The University of El Paso</td>
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<tr>
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<tr>
<td>4800 Calhoun Road</td>
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<tr>
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<tr>
<td>3100 Cullen Boulevard</td>
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</tr>
<tr>
<td>Suite 225</td>
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<tr>
<td>Houston, TX 77004</td>
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<tr>
<td>University of Houston-Clear Lake</td>
<td>Ins K. Blais</td>
<td>(281) 283-7600</td>
</tr>
<tr>
<td>2700 Bay Area Boulevard</td>
<td>President</td>
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<tr>
<td>Houston, TX 77058-1068</td>
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<tr>
<td>University of Houston-Downtown</td>
<td>Juan Sánchez Muñoz</td>
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</tr>
<tr>
<td>One Main Street</td>
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<tr>
<td>Houston, TX 77002</td>
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<tr>
<td>University of Houston-Victoria</td>
<td>Robert Glenn</td>
<td>(281) 570-4848</td>
</tr>
<tr>
<td>3007 N. Ben Wilson</td>
<td>President</td>
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<tr>
<td>Victoria, TX 77901-9731</td>
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<tr>
<td>University of North Texas</td>
<td>Neal J. Smetacek</td>
<td>(843) 566-2000</td>
</tr>
<tr>
<td>1155 Union Circle</td>
<td>President</td>
<td></td>
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<tr>
<td>Denton, TX 76203</td>
<td></td>
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</tr>
<tr>
<td>University of North Texas at Dallas</td>
<td>Robert Mong</td>
<td>(817) 780-9802</td>
</tr>
<tr>
<td>7300 University Hills Boulevard</td>
<td>Chancellor</td>
<td></td>
</tr>
<tr>
<td>Dallas, TX 75241</td>
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</tr>
<tr>
<td>University of North Texas</td>
<td>Lesa R. Faye</td>
<td>(940) 566-2000</td>
</tr>
<tr>
<td>1901 Main Street</td>
<td>Dean</td>
<td>(214) 732-3232</td>
</tr>
<tr>
<td>Dallas, TX 75201</td>
<td></td>
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<tr>
<td>UNT Dallas College of Law</td>
<td>Royal Furgason</td>
<td>(214) 732-3232</td>
</tr>
<tr>
<td>1901 Main Street</td>
<td>Dean</td>
<td></td>
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<tr>
<td>Dallas, TX 75201</td>
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<tr>
<td>West Texas A&amp;M University</td>
<td>Weiler Wandler</td>
<td>(806) 681-2000</td>
</tr>
<tr>
<td>2501 4th Avenue</td>
<td>President</td>
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</tr>
<tr>
<td>Canyon, TX 79016</td>
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</table>
GET TO A HEALTHIER PLACE®

Get to a healthier place at Anytime Fitness. Our friendly, professional staff is trained to help you along your fitness journey, no matter how much support you need. Membership includes a free, no-pressure fitness consultation, global access to more than 2,200 gyms, and always open 24/7 convenience. All in a welcoming club and supportive member community. Let's get started! Visit during staffed hours or call for an appointment today!

Local Offers & Announcements

Refer a Friend and Get 1 Month Free
Members, for each friend or family member who joins, you’ll get a free month of membership. There’s no limit—refer as friends and family.

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

FITNESS CONSULTATION PERSONAL TRAINING

Through a short survey, conversation, and assessment with a certified person, our team will prescribe a program to get you started and on track to meet your fitness goals.

LEARN MORE
(HTTPS://WWW.ANYTIMEFITNESS.COM/TRAINING?CLUB=1614)

LEARN MORE
(HTTPS://WWW.ANYTIMEFITNESS.COM/TRAINING/FITNESS-CONSULTATION?CLUB=1614)

Gym Amenities

24-HOUR ACCESS 24-HOUR SECURITY CONVENIENT PARKING WORLDWIDE CLUB ACCESS
PRIVATE RESTROOMS PRIVATE SHOWERS HDTVs HEALTH PLAN DISCOUNTS
WELLNESS PROGRAMS

Cardio

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

Strength/Free Weights

FREE WEIGHTS SQUAT RACKS PLATE LOADED BARBELLS DUMBBELLS

Functional Training

BATTLE ROPES DUMBBELLS JUMP ROPE MEDICINE BALLS
MULTI-FUNCTIONAL RACK

Training and Coaching Services

PERSONAL SPECIALIZED TRAINING CLASSES

Memberships starting at $34.99 per month

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

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

Dr. Jessica Stangenwald
Owner

Let's Get Social
If you or your children have been playing organized sports in Arlington for a while, chances are you've played at Harold Patterson Sports Center. Dedicated in 1990, this 135-acre park features baseball, football, soccer, and softball fields. Named for former mayor and lifelong Arlington resident Harold Patterson, this huge facility reflects Patterson's equally impressive record during his days at City Hall. As Arlington's population nearly doubled under his tenure, the city began developing projects such as The Parks at Arlington mall, Lincoln Square shopping center, and the Arlington Convention Center. Thanks to these focused efforts to build the City's economic base, combined with big name draws such as Six Flags over Texas and the Texas Rangers, tourism had become a half-billion dollar industry attracting four million visitors a year by the mid-1980s.

**PARK TYPE:** Community

**FEATURES / AMENITIES:**
- 135.3 acres
- Baseball/Softball League Fields
- Concession (3)
- Football/Soccer league fields
- Pavilion
- Picnic area
- Restrooms (3)
Sunday Morning Services
9:00 AM & 11:00 AM

ADDRESS
Grace Community Church
801 West Bardin Road
Arlington, Tx 76017

OFFICE HOURS
Monday - Thursday: 9:00 AM - 4:00 PM
Friday: 9:00 AM - 1:00 PM

EMAIL
info@gracearlington.com

PHONE
817.860.7116 - Office
817.860.5076 - Fax
Serve the City

OPPORTUNITIES TO SERVE

SERVE THE CITY

On March 2, 2019 we are joining other churches in Arlington in service to our local schools.

COME JOIN US!

READ2WIN

Through Read2Win, local churches are partnered with local elementary schools, to provide trained Volunteer Reading Coaches.

LEARN MORE

HOOPS FOR HOPE

Hoops for Hope is a ministry that uses basketball camps to share a message of hope with students around the world.

LEARN MORE
EMBRACE GRACE

Are you pregnant, single and looking for resources and support during your pregnancy?

LEARN MORE

JAIL MINISTRY

Our jail ministry functions primarily through opportunities that exist in Tarrant and Dallas County jail programs.

LEARN MORE

PRACTICAL HELPS

There are always members of our church family or our community who need help in a practical way. The Practical Helps Team receives these requests and serves as many as possible to share the love of Jesus in tangible ways!

LEARN MORE

COMMUNITY SUPPORT & DISASTER RELIEF

At Grace Cares community support & disaster relief, our mission is to bring comprehensive material, spiritual, and logistical assistance to communities affected by a natural or man-made disaster locally, nationally, and internationally.

LEARN MORE

Grace Community Church provides English classes to immigrants from a variety of countries to help improve their language skills and to assist them in adjusting to American culture.
HOMELESS MINISTRY & LIFE SHELTER

As the Church, the body of Christ, grows to look more and more like Jesus, so also will its ministries of justice and mercy. We have a variety of justice and mercy ministries you might consider being involved in. Ministering to the poor and homeless matters to God. (Isaiah 58:6-8) We will always have the poor with us, therefore we need to respond accordingly. (Matt. 26:11)

EMBRACE LIFE

For young single moms who can benefit from learning life skills and mentoring.
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.

Most of our clients have lived in the same home for many years. This home is where they feel safe 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.
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.

Our History

From humble beginnings to a benchmark program that now serves approximately 1 million meals per year, Meals On Wheels of Tarrant County is an immense source of pride for the citizens of Tarrant County. Despite our tremendous growth, our commitment to helping the homebound, elderly and disabled residents of Tarrant County remain in their own homes will never change.

In 1972, representatives from 11 downtown Fort Worth faith-based organizations met to discuss hunger in the central city. These organizations included Broadway Baptist, Central Baptist, Greater St. James Baptist, Mt. Gilead Baptist, First Christian, First United Methodist, First Presbyterian, Gethsemane Presbyterian, St. Andrew's Episcopal, St. Patrick's Cathedral, and Temple Beth-El. From this meeting, the Association of Central City Ministries (ACCM) was formed. Its first concern was providing meals to the elderly. ACCM made the commitment to bring food to the elderly in the central city area and on May 15, 1973, Meals On Wheels of Tarrant County was begun using all volunteer help. On that day, 25 people were fed. Meals On Wheels of Tarrant County owes a debt of gratitude to the members of ACCM and the many volunteers from these organizations who worked so diligently to make it a success. These wonderful faith-based organizations continue to support Meals On Wheels as we serve those in need within our community.

In 1989, Meals On Wheels of Tarrant County turned to the community to ask for help to fund a central kitchen. Rapidly escalating costs from food service companies as well as limited control of the final product compelled us to seek our own meal-preparation facility. Within eight months, an existing building was purchased and renovated into both the central kitchen and administrative offices. Although the building was expanded a number of times over the years, in 2010, the Board of Directors decided the best course of action was to construct a new meal-production facility that could meet the ever-increasing demand for services.

In January 2015, we embarked on an exciting new chapter in the history of Meals On Wheels as we broke ground on a new 62,000-square-foot meal production and distribution facility. We relocated to the new facility in March 2016. The current building, located at 5740 Airport Freeway in Haltom City, now houses the central kitchen, volunteer training center, nutrition intern project center, storage and distribution center, meeting space, and administrative offices.

This new facility will enable Meals On Wheels to meet the current demand for 1 million meals per year as well as the tremendous growth expected as Baby Boomers enter retirement. Much has changed since 1972; however, the original commitment to serve elderly and disabled people will never change. With your assistance, we are helping this
Client Demographics

- Median age: 74.7 years
- 84% of clients are over the age of 60
- 64% of clients are female
- Median client monthly income: $1,000
- Meals served to minority clients: 36%
- Average length of time a client remains on the Home-Delivered Meals program: 11 months
2019 HTC
Full Application

Part 2 Tab 10

Supporting Documents:
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 4843911516. According the HTC property inventory, this tract does not have an existing HTC allocation.

Source: US Census
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
## 2019 Declared Disaster Areas
### Counties Eligible under §11.9(d)(3) of the 2019 QAP

as of November 5, 2018

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**TIP:** To view the entire document, click on the image link provided.
2019 HTC
Full Application

Part 2 Tab 10

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>
</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:**

[A description of any reductions except as a result of dedication of land for roadways, easements or other changes that may occur during development may help the Applicant avoid future amendments.]

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Huey Investments Inc (contract with owner South Mayfield LP)</td>
<td>Douglas Huey</td>
</tr>
<tr>
<td>2405 Irving Blvd</td>
<td>Contact Name</td>
</tr>
</tbody>
</table>

   **Address**
   - **City**: Dallas
   - **State**: TX
   - **Zip**: 75207
   - **Date of Last Sale**: 1/1/2000

   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>
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<tbody>
<tr>
<td>South Mayfield LP</td>
<td>None</td>
</tr>
</tbody>
</table>

   **Site Control is in the form of:**

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

   **Expiration of Contract or Option**: 11/1/2019  **Anticipated Closing Date**: 11/1/2019

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

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

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

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

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

Development qualifies for the boost for:

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

If a revised form is submitted, date of submission: 2/28/2019
## 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>
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</thead>
<tbody>
<tr>
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<td>8.088</td>
</tr>
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</table>

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

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

- **ESA is for a larger area**

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

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

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Huey Investments Inc (contract with owner South Mayfield LP)</td>
<td>Douglas Huey</td>
</tr>
</tbody>
</table>

**Address**

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Date of Last Sale</th>
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<tr>
<td>Dallas</td>
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<td>75207</td>
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</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>
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</thead>
<tbody>
<tr>
<td>South Mayfield LP is the current owner for last 36 months</td>
<td>None</td>
</tr>
</tbody>
</table>

**Site Control is in the form of:**

- **Contract for sale.**
- **Recorded Warranty Deed with corresponding executed closing/settlement statement.**
- **Contract for lease.**

**Expiration of Contract or Option:** 11/1/19  
**Anticipated Closing Date:** 11/1/19

**The Property has the following encumbrance(s):**

- Applicant has contract with entity that has purchase contract with current owner.

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

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

- **Evidence of an easement, leasehold, or similar documented access; and**
- **Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.**
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

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

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

- Development is located in a Small Area Difficult Development Area (SADDA)
- Rural Development (Competitive HTC only)
- Development is entirely Supportive Housing (Competitive HTC Only)
- Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan (Competitive HTC only)
- Development includes an additional 10% of units at 30% AMI. (Competitive HTC only)

  Must be in addition to the number of units needed for any scoring item or any other funding source from MF Direct Loan requirements.

- Development is in an area covered by a concerted revitalization plan and elects and is eligible for points under 10 TAC §11.9(d)(7), is not Elderly, and is not located in a QCT. (Competitive HTC only)

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

If a revised form is submitted, date of submission: 5/29/19
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).

☒ 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: AT Barding 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 4600 Matlock Rd., Arlington, TX 76018 (address) and that is legally described on the attached Exhibit A or as follows:

Approximately 7.181 acres of Newton, J L. Addition Lot 10R-2, Arlington, Tarrant County, Texas. Generally as indicated in Exhibit A.

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing $2,350,763

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

(3) Sales price (sum of 3A(1) and 3A(2)) $2,350,763
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 $6.75 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) filled, plain and wetlands.

(c) If the sales price is adjusted by more than 20.00% 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 $2,500 as earnest money with Stewart Title, Carol Erick (escrow agent) at 17304 Preston Rd., Ste 110, Dallas TX 75252 (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 Initialed for Identification by Buyer and Seller

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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 Stewart Title (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 3/1/19 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 5.C.

(see Addendum A, Section 3)

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 $1,000.00 _________ 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. see Addendum A, Section 4

(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: see Addendum A, Section 5

(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:

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:

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(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

9. BROKERS:

A. The brokers to this sale are:

Cooperating Broker                      License No.                      Principal Broker                      License No.
Address
Phone                        Fax
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.
☐ .

Principal Broker a total cash fee of:
☐ % 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 Addendum A and B 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:

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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 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. 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 02.28.2019___________, 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.

Buyer: AT Bardin Housing, LP
By: 
Printed Name: Deepak P. Sulakhe
Title: President / CEO

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

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 Pkw, 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: ____________________________

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

Deepak P. Sulakhe <dsulakhe@omhousing.com> Wed, May 29, 2019 at 5:15 PM

To: Alyssa Carpenter <ajcarpen@gmail.com>
Cc: Sarah Anderson <sarah@sarahandersonconsulting.com>, Meredith Edwards <meredith@meconsulting.ltd>

FYI...

Sincerely,
Deepak P. Sulakhe
Off: (214) 432-7610
Cell: (214) 632-1565
Fax: (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.

---

From: Carol Erick <Carol.Erick@stewart.com>
Date: Wednesday, May 29, 2019 at 4:09 PM
To: DEEPAK SULAKHE <dsulakhe@omhousing.com>
Cc: Jordan Gronholz <Jordan.Gronholz@stewart.com>
Subject: FW: Contract

Hi Deepak,

This shall confirm that we received the fully executed OM Housing to AT Barding contract on February 28, 2019 and the earnest money deposit on March 1, 2019.

Please forward to the appropriate parties as needed.

Thanks!

CAROL ERICK | Senior Vice President – Commercial Escrow Officer
Office : 214.556.5487  Direct : 214.473-5414
Email : Carol.Erick@stewart.com

PLEASE NOTE OUR NEW ADDRESS BELOW:
Stewart Title | 15950 Dallas Parkway | Suite 100 | Dallas, TX 75248
Office: (214) 556-5487 Direct: (214) 473-5414 Fax: (833-431-4776)

stewart title
real parts. Real possibilities.™

Don't be a Victim of Wire Fraud!
Please bring your wiring instructions to closing.
Prior to wiring funds to Stewart Title - CALL to confirm our wiring instructions. Please DO NOT rely on emailed wiring instructions.

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Rec’d 05/31/2019 - 3:18 PM - EH
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 AT Bardin 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. **Adjustment to Sales Price.** Paragraph 3.B.(2)(a)(i) is hereby amended by adding the following:

   "which net area as of the effective date of this contract is calculated to be 351,964.8 square feet."

2. **Survey.** Seller will provide current survey.

3. **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 the last day of the Feasibility Period by providing Seller written notice of termination. The "Feasibility Period" is the period of time commencing on the effective date and ending on November 1st, 2019. If Buyer does not exercise its right to terminate this contract during the Feasibility Period, Buyer shall instruct the title company to release all earnest money, currently in Escrow, to Seller. (Check only one box)."

4. **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."

5. **Property Information.** Paragraph 7.D(1) is hereby amended by adding the following:

   "provided Seller has same in his possession, for the previous 2 calendar years,"

6. **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

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Page 1

Buyer: [Signature]  Seller: [Signature]
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.

7. **Cooperating Broker.** Neither Seller nor Buyer are not required to pay any fees to any Broker.

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

"**Extensions.** Buyer shall have the right to extend the Feasibility Period for (2) additional periods: (1) until June 1, 2019, and (2) until August 1, 2019. Buyer must request the applicable extension period by delivering to the escrow agent, prior to the expiration of the Feasibility Period or the current extension period, as applicable, written notice thereof, along with $1,000.00 (the "**Extension Payment**"). The Extension Payments shall be applied to the purchase price at closing. Buyer also has the right to extend the closing date to November 1, 2019 (the "**Closing Extension**"). Buyer must request the Closing Extension by delivering to Seller, prior to the end of the original closing date, written notice thereof, along with $1,000.00 (the "**Closing Extension Fee**"). The Closing Extension Fee shall not be applied to the purchase price at closing and may be retained by Seller regardless of whether the closing occurs, unless Seller defaults at Closing, in which event the terms of **Paragraph 15.C.** of the contract shall apply. Any Extension Payment or Closing Extension Fee paid by Buyer to the escrow agent shall be immediately released by the escrow agent to the Seller.

The earnest money, any Extension Payment, and the Closing Extension Fee, if and when paid to Seller, shall be non-refundable to Buyer, unless Seller defaults at Closing, in which event the terms of **Paragraph 15.C.** of the contract shall apply. The earnest money and any Extension Payments, except the Closing Extension Fees, shall be applied to the purchase price at closing, but if closing does not occur due to the default of Buyer or due to Buyer’s termination of this contract for any reason other than Seller’s default at closing, Seller may retain such amounts as consideration for entering into this contract and allowing Buyer to conduct its inspections, studies and assessments of the Property under this contract."

9. **Rollback Taxes.** Paragraph 14.B in 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

Page 2

Buyer: [Signature]  Seller: [Signature]
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."

10. **Default.**
   
a. Paragraph 15.A(1) is hereby amended by adding the following:
   
   “, any Extension Payments, Closing Extension Fee and Rezoning Fee due to or paid to Seller prior to the termination date”
   
b. Paragraph 15.C is hereby amended by adding the following:
   
   “within five (5) business days after written notice from Buyer”
   
c. Paragraph 15.C(1) is hereby amended by adding the following:
   
   “, any Extension Payments, any Closing Extension Fee, or any Rezoning Fee previously paid to Seller, as applicable,”
   
d. Paragraph 15.C(1) is hereby amended by adding the following:

   ; provided, however, if on the termination date the earnest money has already been released to Seller as set forth in Paragraph 7.B. of the contract, as amended by Paragraph 3 of Addendum A, then within five (5) business days after such termination Seller will pay Buyer $1,000.00 (along with any Extension Payments, any Closing Extension Fee, or any Rezoning Fee, as applicable, as set forth above) as liquidated damages, thereby releasing the parties from this contract”

11. **Escrow.** Paragraph 18.A is hereby deleted and replaced with the following:

   “At closing, the amount of the earnest money, except Closing Extension Fees, will be applied to the purchase price.”

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

   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."

13. **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."

14. **N/A**
15. **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 irrevocably 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. If Buyer does not exercise its right to terminate this Contract during the Feasibility Period, Buyer shall instruct the title company to release the earnest money to Seller. 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.

16. **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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, the Property shall be appropriately zoned for the intended use of Buyer. Any change in zoning must be accomplished by Buyer at its sole cost and expense. Within three (3) days of the date the Property is rezoned for Buyer’s use, Buyer shall pay to Seller a “Rezoning Fee” in the amount of $10,000.00. The Rezoning Fee shall be non-refundable to Buyer and shall be applied to the purchase price.

Buyer: [Signature]  Seller: [Signature]
at closing; provided, however, if closing does not occur due to the default of Buyer or due to Buyer’s termination of this Contract for any reason other than Seller’s default at closing, Seller may retain the Rezoning Fee to cover Seller’s costs to rezone the Property to its former classification.

In the event that any condition precedent in this Section 16 is not satisfied by the date specified in this Section 16, Buyer shall have the right to (a) extend the time for performance of such condition precedent up to 15 days and the closing will be extended as necessary, but in not event shall exceed November 1, 2019; or (b) terminate the Contract by delivering written notice thereof to Seller.

17. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that to the best of Seller’s knowledge and belief and except as otherwise set forth herein:

   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.

18. **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, without charging Buyer any additional costs, to reasonably cooperate with Buyer or its nominee in all reasonable 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.

19. **Right to Terminate.** Buyer shall have the right to terminate the Contract at any time prior to closing, subject to the terms hereof regarding payment of the earnest money, the Extension Payments, the Closing Extension Fee and the Rezoning Fee.

20. **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 after Commitment is issued)
EXHIBIT B

The following chart is included merely as a visual aid to assist the parties with the timeline for the various payments to be made under Addendum A. In the event the chart conflicts with the terms of Addendum A, the terms of Addendum A shall control.

**DELIVERY AND RELEASE OF PAYMENTS**

<table>
<thead>
<tr>
<th>DATE*</th>
<th>BEGINNING DATE</th>
<th>EXPIRATION DATE</th>
<th>AMOUNT BUYER DELIVERS TO ESCROW OR TO SELLER</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></td>
<td>$1,000 to escrow for Feasibility Period; released to Seller 4/31/19 if Contract not terminated by Buyer.</td>
<td>$1,000 if Buyer does not terminate during Feasibility Period.</td>
<td>YES</td>
</tr>
<tr>
<td>Feasibility Period</td>
<td>Effective Date</td>
<td>April 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Extension Payment for First Extension</td>
<td>April 1, 2019</td>
<td>April 1, 2019</td>
<td>$1,000 to escrow</td>
<td>$1,000</td>
<td>YES</td>
</tr>
<tr>
<td>First Extension</td>
<td>April 2, 2019</td>
<td>June 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Extension Payment for Second Extension</td>
<td>June 1, 2019</td>
<td>June 1, 2019</td>
<td>$1,000 to escrow</td>
<td>$1,000</td>
<td>YES</td>
</tr>
<tr>
<td>Second Extension</td>
<td>June 2, 2019</td>
<td>August 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 8
<table>
<thead>
<tr>
<th>Property is rezone by Buyer</th>
<th>Date of Rezoning</th>
<th>NA</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Date</td>
<td>August 31st, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Closing Extension Fee</td>
<td>August 31st, 2019</td>
<td>$1,000 to escrow</td>
<td>$1,000</td>
<td>YES</td>
</tr>
<tr>
<td>Closing Extension</td>
<td>September 1, 2019</td>
<td>November 1, 2019</td>
<td>If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing.  If Closing does not occur, no additional 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 additional amount will be delivered; and additionally, if there is no Seller’s default, then Seller will keep the amounts previously released as set forth above.</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.
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: Huey Investments, Inc.
   Address: 2406 Irving Blvd., Dallas, TX 75207
   Phone: (214) 202-6246
   Fax: 
   E-mail: dhwey@hueyinvestments.com

   Buyer: OM Housing, LLC
   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 6500 Marlock Rd., Arlington, TX 76018 and that is legally described on the attached Exhibit A or as follows:

   Newton, J. L. Addition Lot 101, Arlington, Tarrant County, Texas

   10R-2

   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 $2,375,763

   (2) Sum of all financing described in Paragraph 4 $0

   (3) Sales price (sum of 3A(1) and 3A(2)) $2,375,763

   (TAR-1802) 10-18-05

   Executed for identification by Buyer and Seller.

   rec'd 5/10 sdg
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 $6.75_____________ 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) flood plain and wetlands.

(c) If the sales price is adjusted by more than 20.00% 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 $10,000.00 as earnest money with Stewart Title, Carol Erick

(escrow agent) at 17304 Preston Rd., Ste 110, Dallas TX 75252

(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 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:
   - [ ] will not be amended or deleted from the title policy
   - [X] 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 [Blank] 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 [Blank] days after the effective date:

- [ ] 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.

- [ ] 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.

- [ ] Seller will deliver to Buyer and the title company a true and correct copy of Seller’s existing survey of the Property dated [Blank] 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 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 [Blank] 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) the date of the deadline specified in Paragraph 6B.

[Signature]

(TAR-1802) 10-18-05

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

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(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, Section 3)

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 $ 1,000.00 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. see Addendum A, Section 4

(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: see Addendum A, Section 5

(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 of 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:

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: __________

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Casa de Lopez
(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:

   Jason G. Lain 0481762
   Cooperating Broker License No.
   409 Yacht Club Dr
   Address
   Rockwall, TX 75032
   Phone 325.660.7232
   Fax
   E-mail jlain@cmhousing.com

   William H Biesel Jr
   Principal Broker License No.
   ____________________________________________________________________________

   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.

       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 Addendum A and B 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
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.)
   J 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

(Not. Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are populated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

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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 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. 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 01.08.2019, the offer will lapse and become null and void.
Commercial Contract: Unimproved Property Concerning 4600 Matlock Rd., Arlington, TX 76018

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  Seller: Huey Investments, Inc
By: ___________________________  By: ___________________________
Printed Name: Deepak P. Sulakhe  Printed Name: Douglas E. Huey
Title: President / CEO  Title: ___________________________

Buyer: ___________________________  Seller: ___________________________
By: ___________________________  By: ___________________________
Printed Name: ___________________________  Printed Name: ___________________________
Title: ___________________________  Title: ___________________________

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: Jason G. Lain

Principal Broker:
By: ___________________________

ATTORNEYS

Buyer's attorney is:  Seller's attorney is:
Name: Fielder Nelms  Name: ___________________________
Address: Smith, Stern, Friedman & Nelms, P.C.  E-mail: ___________________________
14160 Dallas Pkwy, Suite 800, Dallas, TX 75254  Phone & Fax: (214) 739-0605/Fax: (214) 739-0608
E-mail: fnelms@ssfnlaw.com  Phone & Fax:
Buyer's attorney requests copies of documents, notices, and other information:
☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

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 January 8, 2019 (effective date);
☒ B. earnest money in the amount of $10,000.00 on January 11, 2019

Escrow Agent: Stewart Title Company  Address: 17304 Preston Road, Suite 110
By: ___________________________  Dallas, TX 75252
Carol Erick  Phone & Fax: 214-556-5487
E-mail: Carol.Erick@Stewart.com

File Number: 342828

(TAR-1802) 10-18-05
Produced with Z Form™ by RE FormsNet LLC 18025 Fifteen Mile Road Clinton Township, Michigan 48038 www.zform.com
Occidental Properties
Please accept this as notice of receipt of the Earnest Money Deposit.

Thank you,

Marybeth

Commercial Escrow Assistant to Patti Windle

Marybeth K. Butler | Commercial Escrow Assistant to Patti Windle
Republic Title of Texas, Inc. | Uptown
2626 Howell Street, 10th Floor | Dallas, Texas 75204
Tel: 214-855-8888 | Direct: 214-754-7791 | Fax: 972-516-2525
mbutler@republictitle.com | http://www.republictitle.com/commercial

WIRE FRAUD ALERT: **Be aware!** Online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your closing team immediately to verify the information prior to sending funds.**

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2 attachments

1002-238022 Contract.pdf
3501K

Huey investment cancelled checks arlington garland.pdf
231K
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 (together with its successors and/or assigns, "Buyer"); and Huey Investments Inc. (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. **Adjustment to Sales Price.** Paragraph 3.B.(2)(a)(i) is hereby amended by adding the following:

   "which net area as of the effective date of this contract is calculated to be 351,964.8 square feet."

2. **Survey.** If and only if the Closing occurs, Seller agrees to credit the purchase price at closing to reimburse Buyer for the actual cost of the survey, not to exceed $7,500.00.

3. **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 the last day of the Feasibility Period by providing Seller written notice of termination. The "Feasibility Period" is the period of time commencing on the effective date and ending on April 1", 2019. If Buyer does not exercise its right to terminate this contract during the Feasibility Period, Buyer shall instruct the title company to release all earnest money, currently in Escrow, to Seller. (Check only one box)."

4. **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."

5. **Property Information.** Paragraph 7.D.(1) is hereby amended by adding the following:

   ", provided Seller has same in his possession, for the previous 2 calendar years,"

6. **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

Page 1

Buyer: Seller: DA
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.

7. **Cooperating Broker.** Seller is not required to pay any fees to Cooperating Broker. Listing Broker agrees to pay Cooperating Broker per Listing Agreement.

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

"Extensions. Buyer shall have the right to extend the Feasibility Period for two (2) additional periods: (1) until June 1, 2019, and (2) until August 1, 2019. Buyer must request the applicable extension period by delivering to the escrow agent, prior to the expiration of the Feasibility Period or the current extension period, as applicable, written notice thereof, along with $10,000.00 (the "Extension Payment"). The Extension Payments shall be applied to the purchase price at closing. Buyer also has the right to extend the closing date to November 1, 2019 (the "Closing Extension"). Buyer must request the Closing Extension by delivering to Seller, prior to the end of the original closing date, written notice thereof, along with $10,000.00 (the "Closing Extension Fee"). The Closing Extension Fee shall not be applied to the purchase price at closing and may be retained by Seller regardless of whether the closing occurs, unless Seller defaults at Closing, in which event the terms of Paragraph 15.C of the contract shall apply. Any Extension Payment or Closing Extension Fee paid by Buyer to the escrow agent shall be immediately released by the escrow agent to the Seller.

The earnest money, any Extension Payment, and the Closing Extension Fee, if and when paid to Seller, shall be non-refundable to Buyer, unless Seller defaults at Closing, in which event the terms of Paragraph 15.C of the contract shall apply. The earnest money and any Extension Payments, except the Closing Extension Fees, shall be applied to the purchase price at closing, but if closing does not occur due to the default of Buyer or due to Buyer's termination of this contract for any reason other than Seller's default at closing, Seller may retain such amounts as consideration for entering into this contract and allowing Buyer to conduct its inspections, studies and assessments of the Property under this contract."

9. **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."

10. **Default.**
   
a. **Paragraph 15.A(1) is hereby amended by adding the following:**
   
   "any Extension Payments, Closing Extension Fee and Rezoning Fee due to or paid to Seller prior to the termination date"
   
b. **Paragraph 15.C is hereby amended by adding the following:**
   
   "within five (5) business days after written notice from Buyer"
   
c. **Paragraph 15.C(1) is hereby amended by adding the following:**
   
   
   
   
   
   
   "any Extension Payments, any Closing Extension Fee, or any Rezoning Fee previously paid to Seller, as applicable,"
   
   
   
   
   
   
   d. **Paragraph 15.C(1) is hereby amended by adding the following:**
   
   ; provided, however, if on the termination date the earnest money has already been released to Seller as set forth in Paragraph 7.B. of the contract, as amended by Paragraph 3 of Addendum A, then within five (5) business days after such termination Seller will pay Buyer $25,000.00 (along with any Extension Payments, any Closing Extension Fee, or any Rezoning Fee, as applicable, as set forth above) as liquidated damages, thereby releasing the parties from this contract"

11. **Escrow.** Paragraph 18.A is hereby deleted and replaced with the following:

   "At closing, the amount of the earnest money, except Closing Extension Fees, will be applied to the purchase price."

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

   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."

13. **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."

14. **N/A**

15. **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 irrevocably 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. If Buyer does not exercise its right to terminate this Contract during the Feasibility Period, Buyer shall instruct the title company to release the earnest money to Seller. 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.

16. **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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, Buyer shall have received utility will-service 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, the Property shall be appropriately zoned for the intended use of Buyer. Any change in zoning must be accomplished by Buyer at its sole cost and expense. Within three (3) days of the date the Property is rezoned for Buyer’s use, Buyer shall pay to Seller a "Rezoning Fee" in the amount of $10,000.00. The Rezoning Fee shall be non-refundable to Buyer and shall be applied to the purchase price at closing; provided, however, if closing does not occur due to the default of Buyer or due to Buyer's termination of this Contract for any reason other than Seller's default at closing, Seller may retain the Rezoning Fee to cover Seller's costs to rezone the Property to its former classification.

Buyer: [Signature]
Seller: [Signature]
In the event that any condition precedent in this Section 16 is not satisfied by the date specified in this Section 16, Buyer shall have the right to (a) extend the time for performance of such condition precedent up to 15 days and the closing will be extended as necessary, but in no event shall exceed November 1, 2019; or (b) terminate the Contract by delivering written notice thereof to Seller.

17. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that to the best of Seller's knowledge and belief and except as otherwise set forth herein:

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.

18. **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 so requires). Seller further agrees, without charging Buyer any additional costs, to reasonably cooperate with Buyer or its nominee in all reasonable 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.

19. **Right to Terminate.** Buyer shall have the right to terminate the Contract at any time prior to closing, subject to the terms hereof regarding payment of the earnest money, the Extension Payments, the Closing Extension Fee and the Rezoning Fee.

20. **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).

21. **Timeline of contract.** If project,

   a. is unable to obtain support from City Council or other pertinent elected officials as required for the financing of the project, OR

   b. if Buyer does not meet below Target Dates, then Buyer and Seller will agree to a revised timeline for the Contract within 30 days, and Buyer will exercise its First, Second and Third Extensions as needed and will pay Seller the applicable Extension Payments. If a mutually acceptable timeline is not agreed upon, then Seller may terminate the contract and retain the earnest money and any Extension Payments theretofore paid to Seller.

22. **Target Dates.**

1. Meet with elected officials within 30 days.
2. Prepare project description within 30 days
3. Pre-application due 1/09/19
4. Survey due 3/1/19
5. City Council support 3/1/19
6. Final application due 3/1/19
7. Third party reports due 4/1/19
8. State Representative Tony Tindernolt support 4/1/19
EXHIBIT A

Legal Description

(to be attached after Commitment is issued)

Use survey

Page 7

Buyer: [Signature] Seller: [Signature]
EXHIBIT B

The following chart is included merely as a visual aid to assist the parties with the timeline for the various payments to be made under Addendum A. In the event the chart conflicts with the terms of Addendum A, the terms of Addendum A shall control.

DELIVERY AND RELEASE OF PAYMENTS

<table>
<thead>
<tr>
<th>DATE*</th>
<th>BEGINNING DATE</th>
<th>EXPIRATION DATE</th>
<th>AMOUNT BUYER DELIVERS TO ESCROW OR TO SELLER</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>$10,000 to escrow for Feasibility Period; released to Seller 4/31/19 if Contract not terminated by Buyer.</td>
<td>$10,000 if Buyer does not terminate during Feasibility Period.</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Feasibility Period</td>
<td>Effective Date</td>
<td>April 1, 2019</td>
<td>$10,000 to escrow</td>
<td>$10,000</td>
<td>YES</td>
</tr>
<tr>
<td>Delivery of Extension Payment for First Extension</td>
<td>April 1, 2019</td>
<td>$10,000 to escrow</td>
<td>$10,000</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>First Extension</td>
<td>April 2, 2019</td>
<td>June 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Extension Payment for Second Extension</td>
<td>June 1, 2019</td>
<td>$10,000 to escrow</td>
<td>$10,000</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Second Extension</td>
<td>June 2, 2019</td>
<td>August 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property is Rezoned by Buyer</td>
<td>Date of Rezoning</td>
<td>$10,000 to escrow</td>
<td>$10,000</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Closing Date</td>
<td>August 31, 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Closing Extension Fee</td>
<td>August 31, 2019</td>
<td>$10,000 to escrow</td>
<td>$10,000</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Closing Extension</td>
<td>September 1, 2019</td>
<td>November 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Day to Close</td>
<td>November 1, 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing.
- If Closing does not occur, no additional amount will be delivered; and additionally, if there is no Seller's default, then Seller will keep the amounts previously released as set forth above.

* 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.
He is dropping it off first thing tomorrow ...

Sincerely,

Deepak P. Sulakhe
Off: (214) 432-7610
Cell: (214) 632-1565
Fax (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.

Remember that we need the contract between Huey and the actual owner of the site.

Regards,

Alyssa Carpenter

On Fri, Mar 1, 2019 at 12:02 AM Deepak P. Sulakhe <dsulakhe@omhousing.com> wrote:

All:
Attached is the Receipted Contracts for OMH and Huey and then OMH with the LP.

Hope this works.

Sincerely,

Deepak P. Sulakhe

Off: (214) 432-7610
Cell: (214) 632-1565
Fax (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.
Attached are following:

1. OMH Walther Contract
2. OMH Doskocil Contract

Let me know if okay.

Sincerely,

Deepak P. Sulakhe

Off: (214) 432-7610
Cell: (214) 632-1565
Fax (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®,
COMMERCIAL CONTRACT OF SALE

[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]

In consideration of the agreements contained in this Commercial Contract of Sale (the "Contract"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

1. PARTIES. The parties to this Contract are:

   Seller: South Mayfield, L.P.
   Address: ____________________________
   Phone: (214)405-0775                Fax: (972)423-3116
   Email: Ronwalden202@aol.com
   Tax ID No.: 75-2787580

   Purchaser: Huey Investments, Inc., and/or Assigns
   Address: 6244 Westchester Dr., Suite 8100
             Dallas, TX 75225
   Phone: (214)202-8246                Fax: ____________________________
   Email: DHuey@HueyInvestments.com
   Tax ID No.: ____________________________

2. PROPERTY. The address of the Property is:

   ___________________________________________, Texas
   The Property is located in ___________ Tarrant County, Texas, the land portion of which is further described as:
   8.088 Acres more or less, northwest corner of Matlock Rd. and Bardin Rd., Arlington, TX

   or as described in Exhibit "A", LEGAL DESCRIPTION and/or shown on Exhibit "B", SITE PLAN. The Property includes all improvements, fixtures, and personal property situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, and rights-of-way (such land, improvements, fixtures, personal property, rights, and appurtenances being collectively referred to in this Contract as the "Property").

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3. PURCHASE PRICE.

A. Amount and Payable. The purchase price for the Property is $1,000,000.00 (the “Purchase Price”), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) [Check only one]:

☐ (1) All in cash (meaning Good Funds, as defined in Section 4.F, below). If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.

☒ (2) Part in cash (Good Funds), in the following amount or percentage [Check only one]:

☐ (a) $ ___________________

☒ (b) Twenty Point Zero percent (20.00 %) of the Purchase Price.

If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum B-2, SELLER FINANCING. If part of the Purchase Price is to be paid by Purchaser assuming, or taking the Property subject to, an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.

B. Adjustment. If this box is checked ☒, then this Section 3.B. applies and the Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. If the box in the preceding sentence is not checked, then none of this Section 3.B. applies to this Contract. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing [Check only one]:

☐ $ _______________________ per acre; or

☒ $ _______________________ per square foot. The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless the box ☐ is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area (as defined in Section 5.A. (Survey)) of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3.B. to less than $______________.

4. EARNEST MONEY AND TITLE COMPANY ESCROW.

A. Title Company. The Title Company to serve as escrow agent for this Contract is (the “Title Company”):

Republic Title Company
2626 Howell St, 10th Floor
Dallas, TX 75204-4064

B. Effective Date. The “Effective Date” is the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company.

C. Earnest Money. Within two Business Days after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of $5,000.00 (the “Earnest Money”) payable to the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller’s acceptance of this Contract is expressly conditioned upon Purchaser’s timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller’s option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.
Purchaser instructs the Title Company to promptly deposit the Earnest Money upon receipt in one or more insured accounts in a state or federal banking or savings institution. After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an interest bearing account unless this box is checked, in which case the Title Company will not be required to deposit the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

D. Independent Consideration. Notwithstanding anything in this Contract to the contrary, a portion of the Earnest Money in the amount of $100.00 will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.

E. Escrow. The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest bearing account.

F. Definition of Good Funds. "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

5. SURVEY AND TITLE.

A. Survey. Within 20 days after the Effective Date [Check only one]:

☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Seller's expense.

☐ Purchaser shall obtain a new survey (the "Survey") of the Property prepared at Purchaser's expense.

☐ Purchaser shall obtain a new survey (the "Survey") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed $______________.

☒ Seller shall deliver to Purchaser a copy of the most recent existing survey (the "Survey") of the Property in Seller's possession. Seller shall also deliver an Affidavit to the Title Company, in form and substance reasonably satisfactory to the Title Company, stating that none of the improvements on the Property and other matters shown by the existing Survey have changed since the existing Survey was prepared. If Purchaser, Purchaser's lender or the Title Company requires a new survey for any reason, then Purchaser shall obtain and pay for the cost of the new
Survey, and [check only one]: □ Seller will not be required to pay for any portion of the cost of the new Survey; or [x] Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed $2,000.00.

Any new Survey must:

(1) be prepared by a Registered Professional Land Surveyor;
(2) be in a form reasonably acceptable to Purchaser and the Title Company;
(3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
(4) show that the Survey was made on the ground with corners marked with monuments either found or placed;
(5) show any discrepancies or conflicts in boundaries, and any visible encroachments;
(6) contain the surveyor’s certificate that the Survey is true and correct; and
(7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent:
   (a) buildings,
   (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances),
   (c) streets and roads,
   (d) 100-year flood plain (approximate location),
   (e) improvements,
   (f) encroachments,
   (g) easements,
   (h) recording information of recorded easements,
   (i) pavements,
   (j) protrusions,
   (k) fences,
   (l) rights-of-way, and
   (m) any markers or other visible evidence of utilities.

Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as shown on any map prepared by the Federal Emergency Management Agency or other applicable governmental authority. The surveyor is authorized to determine the area of the Property within any 100-year flood plain as shown on any map prepared by any governmental authority, and in the absence of such a map, as otherwise reasonably determined by the surveyor. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below) then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate.

After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

The Survey must show the gross land area of the Property, and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "Net Land Area" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) [Check all that apply]:

[C]
utility easements;
drainage easements;
access easements;
rights-of-way;
100-year flood plain; and

any encroachments on the Property.

B. Title Commitment. Within 20 days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser:

(1) A title commitment (the "Title Commitment") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "Title Policy") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, Insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and

(2) the following (collectively, the "Title Documents"): (a) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment; (b) a current tax certificate; (c) any written notices required by applicable statutes, including those referenced in Section 20; and (d) if the Property includes any personal property, UCC search reports pertaining to the Seller.

6. REVIEW OF SURVEY AND TITLE.

A. Title Review Period. Purchaser will have thirty (30) days (the "Title Review Period") after receipt of the last of the Survey, Title Commitment and Title Documents to review them and to deliver a written notice to Seller stating any objections Purchaser may have to them or any item disclosed by them. Purchaser's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "Permitted Exception." The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

B. Cure Period. If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller shall make a good faith attempt to cure the objections within 48 days (the "Cure Period") after receipt of the objections. However, Seller is not required to incur any cost to do so. If Seller cannot cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is seven days after the expiration of the Cure Period; or (2) the scheduled Closing Date.

C. New Items. If any new items are disclosed by any new or updated Survey, updated Title Commitment, or any new Title Documents, that were not disclosed to Purchaser when the Survey, Title Commitment, and Title Documents were first delivered to Purchaser, then Purchaser will have 15 days to review the new items and to deliver a written notice to Seller stating any objections Purchaser may have to the new items.
new items. If Purchaser timely delivers any written objections as to the new items to Seller, then Seller shall make a good faith attempt to cure the objections to the new items within 60 days (the "Additional Cure Period") after receipt of the objections as to the new items. However, Seller is not required to incur any cost to do so. If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Purchaser before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the 7th day after the date that is seven days after the expiration of the Additional Cure Period; or (2) the scheduled Closing Date.

D. Return of Earnest Money or Waiver. If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title at the Closing subject to the uncured objections and other Permitted Exceptions. Seller’s failure to cure Purchaser’s objections under this Section 6 does not constitute a default by Seller.

7. SELLER’S REPRESENTATIONS.

A. Statements. Seller represents to Purchaser, to the best of Seller’s knowledge, as follows:

(1) Title. At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 15 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the warranty deed.

(2) Leases. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.

(3) Liens and Debts. There are no mechanic’s liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) Litigation. There is no pending or threatened litigation, condemnation, or assessment affecting Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

(5) Material Defects. Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the Improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.
(6) Hazardous Materials. Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.

B. Remedies. If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation. If the misrepresentation is not corrected by Seller before the Closing, Purchaser may: (1) proceed to Closing, without waiving any claim for misrepresentation; or (2) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser.

8. OPERATION OF THE PROPERTY. After the Effective Date until the Closing Date, Seller shall: (1) operate the Property in the same manner as the Property has been operated by Seller; and (2) maintain the Property in the same condition as existed on the Effective Date, except for ordinary wear and any casualty loss. After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice 30 days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a photocopy of the signed document to Purchaser.

9. NONCONFORMANCE. Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller is aware of any pending zoning changes or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose them to Purchaser.

10. INSPECTION. [Check only A or B]

☐ A. Inspection Not Necessary. Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition, with any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations and agreements expressed in this Contract.

☒ B. Inspection Desired. Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described below.
(1) Inspection Period. Purchaser will have a period of 60 days after the Effective Date (the "Inspection Period") to inspect the Property and conduct studies regarding the Property. Purchaser’s studies may include, without limitation: (a) permitted use and zoning of the Property; (b) core borings; (c) environmental and architectural tests and investigations; (d) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (e) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser’s agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser’s expense and risk. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property. Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser’s agents, employees, consultants and contractors. Purchaser’s obligation to defend and indemnify Seller will survive the Closing or termination of this Contract.

(2) Extension of Inspection Period. Purchaser may extend the Inspection Period for up to ____________ days by delivering an additional earnest money deposit in the amount of $____________ to the Title Company. The additional deposit will become part of the Earnest Money.

(3) Termination. If Purchaser determines, in Purchaser’s sole discretion, no matter how arbitrary, that Purchaser chooses not to purchase the Property for any reason, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, in which case the Earnest Money will be returned to Purchaser. Purchaser’s reason for choosing to terminate this Contract does not need to be related to the condition of the Property, and Purchaser is not required to justify Purchaser’s decision to terminate this Contract.

(4) Acceptance. If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser accepts the Property in its current "AS IS" condition, with any changes caused by normal wear and tear before the Closing, and this Contract will continue in full force and effect. This provision does not, however, limit or invalidate any express representations and agreements Seller has made in this Contract.

(5) Restoration. If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser’s behalf, then Purchaser must restore the Property to its original condition at Purchaser’s expense. Purchaser’s obligation to restore the Property will survive the termination of this Contract.
C. Reports. [Check all that apply]

☐ (a) Within ____________ days after the Effective Date, Seller shall deliver to Purchaser a written "Phase I" report of an environmental assessment of the Property. The report will be prepared, at Seller's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 19.A, of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.

☒ (b) Within 10 days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession or control of engineering investigations, tests and environmental studies that have been made with respect to the Property within the three month period before the Effective Date.

☒ (c) If Purchaser terminates this Contract, Purchaser shall return to Seller, at Purchaser's expense and contemporaneously with the termination, the original, hard copies of any documents Seller delivered to Purchaser. Also, Purchaser shall return, destroy, or delete any other copies of such documents, electronic or otherwise, in Purchaser's possession. This provision will survive the termination of this Contract.

☒ (d) If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plans, drawings and studies that relate to the condition of the Property made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.

11. DELIVERY AND REVIEW OF DOCUMENTS.

A. Delivery. Seller agrees to deliver to Purchaser, within 10 days after the Effective Date, complete and legible copies of the following pertaining to the Property, to the extent in Seller's possession or readily available to Seller:

1. All current leases, including all modifications, amendments, supplements and extensions thereof (including written descriptions of any oral agreements);

2. A current rent roll certified by Seller to be true, complete and accurate as of the date of delivery, including names of tenants, annual or monthly rents, expenses paid by tenants and by Seller, commencement dates, terms of leases, and renewal options;

3. A current inventory of all tangible personal property and fixtures owned by Seller and located on, attached to, or used in connection with the Property, to be sold with the Property, certified by Seller to be true and correct as of the date of delivery;

4. Any Notes, Deeds of Trust and other loan documents pertaining to loans assumed or taken subject to;
(5) All service, maintenance, management, or other contracts relating to the ownership and operation of the Property;

(6) All warranties and guaranties;

(7) All fire, hazard, liability, and other insurance policies;

(8) The real estate and personal property tax statements for the previous two calendar years;

(9) All leasing and commission agreements;

(10) The "as built" or other plans and specifications;

(11) A statement of utility charges, repair costs and other expenses incurred by Seller for the operation and maintenance of the Property for each month for the two years preceding the Effective Date;

(12) A true and correct statement of income and expenses from ______ to ______.

(13) Any certificate of mold remediation that has been issued for the Property under Section 4069.154 of the Occupations Code within the preceding five years; and

(14) Other

B. Review of Documents. Purchaser will have a period of time (the "Document Review Period") to review the information identified above, ending the later to occur of:

(1) _______ days after the Effective Date; or

(2) the end of the Inspection Period (if any).

If Purchaser objects to any information disclosed to or discovered by Purchaser, in Purchaser's sole discretion, no matter how arbitrary, Purchaser may: (I) terminate this Contract by delivery of a written notice to Seller before the expiration of the Document Review Period, in which case the Earnest Money will be returned to Purchaser and Purchaser shall return all documents Seller delivered to Purchaser; or (ii) waive the objections and close the transaction. If Purchaser does not deliver a written termination notice to Seller before expiration of the Document Review Period, then any objections as to the information provided by Seller pursuant to this Section will be deemed to be waived by Purchaser.

12. ESTOPPEL CERTIFICATES. Seller agrees to deliver to Purchaser, at least _______ days before the Closing Date, estoppel certificates executed by each of the tenants under the leases of the Property stating:

(4) whether the tenant is an assignee or subtenant;

(5) the expiration date of the lease;

(6) the number of renewal options under the lease, if any, and the total period of time covered by the renewal options;

(7) that none of the terms or provisions of the lease have been changed since the original execution of the lease, except as shown on any attached amendments or modifications;

(8) that no default exists under the terms of the lease by either landlord or tenant.

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(6) that the tenant has no claim against the landlord under the lease and has no defense or right of offset against collection of rent or other charges accruing under the lease.

(7) the amount and payment date of the last payment of rent, the period of time covered by that payment, and the amount of any rental payments made in advance.

(8) the amount of any security deposits and other deposits, if any, and

(9) the identity and address of any guarantor of the lease.

If any of the above-mentioned documents are not timely delivered, or are unacceptable to Purchaser, then Purchaser may immediately notify Seller in writing of Purchaser’s objections. Seller shall promptly attempt to cure the unacceptable matters without any obligation to incur any cost in connection with the attempt. If Seller is unable to cure the unacceptable matters before the Closing Date, Purchaser may: (i) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser; or (ii) close the transaction, in which case Purchaser will be deemed to have waived any objections to the unacceptable matters.

13. CASUALTY LOSS AND CONDEMNATION.

A. Damage or Destruction. All risk of loss to the Property will remain upon Seller before the Closing. If the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Purchaser may terminate this Contract by delivering a written termination notice to Seller within 10 days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to the Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall either: (1) fully repair the damage before the Closing, at Seller’s expense; or (2) give a credit to Purchaser at the Closing for the entire cost of repairing the Property. The term "Material Extent" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the repairs cannot be completed before the Closing Date, or the cost of repairing the Property cannot be determined before the Closing Date, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than 30 days after the previously scheduled Closing Date.

B. Condemnation. If condemnation proceedings are commenced before the Closing against any portion of the Property, then Seller shall immediately notify Purchaser in writing of the condemnation proceedings, and Purchaser may terminate this Contract by delivering a written notice to Seller within 10 days after Purchaser receives the notice (and in any event before the Closing). In which case the Earnest Money will be returned to Purchaser. If this Contract is not terminated, then any condemnation award will (a) if known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not known on the Closing Date, belong to Purchaser and the Purchase Price will not be reduced.

14. ASSIGNMENT. [Check only one]

☐ A. Assignment Permitted. Purchaser may assign this Contract provided the assignee assumes in writing all obligations and liabilities of Purchaser under this Contract, in which event Purchaser will be relieved of any further liability under this Contract.
(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;

(7) Evidence of Seller's authority and capacity to close this transaction; and

(8) All other documents reasonably required by the Title Company to close this transaction.

C. Purchaser's Closing Obligations. At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The cash portion of the Purchase Price (with the Earnest Money being applied to the Purchase Price);

(2) The Note and the Deed of Trust, if Addendum B-2, SELLER FINANCING, is attached;

(3) An Assumption Agreement in recordable form agreeing to pay all commissions payable under any lease affecting the Property;

(4) Evidence of Purchaser's authority and capacity to close this transaction; and

(5) All other documents reasonably required by the Title Company to close this transaction.

D. Closing Costs. Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed.

E. Prorations. Rents (including any additional rental or reimbursement amounts to be reconciled), lease commissions, interest on any assumed loan, insurance premiums on any transferred insurance policies, maintenance expenses, operating expenses, standby fees, and ad valorem taxes for the year of the Closing will be prorated at the Closing effective as of the date of the Closing (with the Purchaser being considered the owner of the Property for the entire day of the Closing). Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by tenants under leases affecting the Property. If the Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rates for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

F. Rollback Taxes. If any Rollback Taxes are due before the Closing, due to a change in use of the Property by Seller or a denial of any special use valuation of the Property before the Closing, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing. If this sale or a change in use of the Property or denial of any special use valuation of the Property after the Closing 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: (1) Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed, without receiving any credit from Seller; unless (2) this box □ is checked, in which case Seller shall give a credit to Purchaser at the Closing for 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 Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed after the Closing. If Seller gives a credit to Purchaser for the
B. Limited Assignment Permitted. Purchaser may assign this Contract only to a related party, defined as: (1) an entity in which Purchaser is an owner, partner or corporate officer; (2) an entity which is owned or controlled by the same person or persons that own or control Purchaser; or (3) a member or members of the immediate family of Purchaser, or a trust in which the beneficiary or beneficiaries is or are a member or members of the immediate family of Purchaser. Purchaser will remain liable under this Contract after any assignment.

☐ C. Assignment Prohibited. Purchaser may not assign this Contract without Seller's prior written consent.

15. CLOSING.

A. Closing Date. The closing of the transaction described in this Contract (the "Closing") will be held at the offices of the Title Company at its address stated below, on the date (the "Closing Date") that is [complete only one]:

- [ ] days after the expiration of the Inspection Period;
- [ ] 30 days after the Effective Date; or
- [ ] City Council adoption of Purchaser's rezoning ordinance and plat approval (not more than 120 days).

However, if any objections that were timely made by Purchaser in writing pursuant to Section 6 (Review of Survey and Title) have not been cured, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty 30 days after the previously scheduled Closing Date.

B. Seller's Closing Obligations. At the Closing, Seller shall deliver to Purchaser, at Seller's expense:

1. A duly executed [check only one] General Warranty Deed [ ] Special Warranty Deed (with vendor's lien retained if financing is given by Seller or obtained from a third party) conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

2. An updated Title Commitment committing the underwriter for the Title Company to issue promptly after the Closing, at Seller's expense, the Title Policy pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of the Closing, and (at an additional premium cost) [check only one if applicable] with the survey exception modified at Seller's expense to read "any shortages in area," or [ ] with the survey exception modified at Purchaser's expense to read "any shortages in area;"

3. A Bill of Sale conveying the personal property described in this Contract free and clear of liens, security interests, and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

4. Possession of the Property, subject to valid existing leases disclosed by Seller to Purchaser and other applicable Permitted Exceptions;

5. An executed assignment of all leases, if there are any leases affecting the Property;
estimated amount of Rollback Taxes, and the actual Rollback Taxes assessed after the Closing are different from the estimate used at the Closing, then there will be no subsequent adjustment between Seller and Purchaser.

G. Loan Assumption. If Purchaser assumes, or takes the Property subject to, an existing loan secured by the Property, then, at the Closing, in addition to the proration of interest on the loan, Purchaser shall pay: (1) to the lender, any assumption or transfer fee charged by the lender; (2) to the lender, reasonable attorney’s fees charged by the lender’s attorney; and (3) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance, and any other expenses applicable to the Property for which reserve accounts are held by the lender, and Seller shall transfer the reserve accounts to Purchaser. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller. If consent to the assumption is required by the lender, Seller shall obtain the lender’s consent in writing and deliver the consent to Purchaser at the Closing. If Seller does not obtain the lender’s written consent (if required) and deliver it to Purchaser at or before the Closing, Purchaser may terminate this Contract by delivering a written termination notice to Seller, and the Earnest Money will be returned to Purchaser.

H. Foreign Person Notification. If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U.S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

16. DEFAULT.

A. Purchaser’s Remedies. If Seller defaults or fails to close this Contract for any reason except Purchaser’s default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser may elect to either: (1) enforce specific performance of this Contract (require Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller’s default, then Purchaser will be deemed to have waived the remedy of specific performance and any other remedies available to Purchaser (except for reimbursement for Purchaser’s actual expenses as provided in the next paragraph) and the Earnest Money will be returned to Purchaser.

The following sentence applies only if this box □ is checked: If Seller defaults and Purchaser does not elect to enforce specific performance of this Contract, or the remedy of specific performance is not available, then Seller shall reimburse Purchaser for Purchaser’s actual expenses paid by Purchaser to independent third parties in connection with this Contract including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed $ ________________________.

The foregoing will be Purchaser’s sole and exclusive remedies for Seller’s default unless this box □ is checked, in which case Purchaser may sue Seller for additional damages (in addition to the reimbursement of expenses as provided in the previous paragraph, to the extent such additional damages can be proven). If Purchaser chooses to sue Seller for reimbursement of expenses or other damages, then
Purchaser must elect to pursue either specific performance or a claim for damages at the beginning of any legal action initiated by Purchaser.

B. Seller's Remedies. If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default unless one of the following remedies is selected, in which case Seller may sue Purchaser: (1) to enforce specific performance (force Purchaser to purchase the Property pursuant to this Contract); or (2) for actual damages in lieu of receiving the Earnest Money as liquidated damages. If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for actual damages, then Seller must elect to either receive the Earnest Money or sue Purchaser for one of the other selected remedies at the beginning of any legal action initiated by Seller.

17. AGENCY DISCLOSURE.

A. Agency Relationships. The term "Brokers" refers to the Principal Broker and the Cooperating Broker, if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an Intermediary, then that Broker will have only the duties of an Intermediary, and the Intermediary disclosure and consent provisions apply as set forth below.

[Each broker check only one]

(1) The Principal Broker is: [ ] agent for Seller only; [ ] agent for Purchaser only; or [ ] an Intermediary.

(2) The Cooperating Broker is: [ ] agent for Seller only; [ ] agent for Purchaser only; or [ ] an Intermediary.

B. Other Brokers. Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction or the result of any dealings or acts of the representing party. Each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charge that may be claimed by any agent, finder or other similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.

C. Fee Sharing. Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 10 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.

D. Intermediary Relationship. If either of the Brokers has indicated in Section 17.A. (Agency Relationships) otherwise that the Broker is acting as an Intermediary in this transaction, then Purchaser and Seller hereby consent to the Intermediary relationship, authorize such Broker or Brokers to act as an
intermediary in this transaction, and acknowledge that the source of any expected compensation to the Brokers will be Seller, and that Brokers may also be paid a fee by Purchaser. A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:

(4) disclose to the buyer that the seller will accept a price less than the asking price, unless instructed in a separate writing by the seller;

(2) disclose to the seller that the buyer will pay a price greater than the price submitted in a written offer to the seller, unless otherwise instructed in a separate writing by the buyer;

(3) disclose any confidential information or any information that a party specifically instructs the broker or salesperson in writing not to disclose, unless:

(a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;
(b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or
(c) the information materially relates to the condition of the Property;

(4) treat a party to a transaction dishonestly; or

(5) violate the Texas Real Estate License Act.

Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

18. PROFESSIONAL SERVICE FEE.

R. Welden & Associates, Inc. ("RW&A"),

A. Payment of Fee. Seller agrees to pay the Brokers a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract as follows:

Five percent (5%) of the Purchase Price at Closing.

The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid by Seller to the Brokers in the county in which the Property is located. Seller shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Brokers out of the Closing proceeds. A legal description of the Property, as set forth in the Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.

The Fee is earned notwithstanding: (1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller, if the Closing does not occur due to Purchaser's default, and Seller does not elect to enforce specific performance, the Fee will not exceed one-half of the Earnest Money. If either party defaults
under this Contract, then the Fee will be paid within 10 days after the scheduled Closing Date, and the Title Company is authorized to pay the Fee out of the Earnest Money or any other escrow deposit made pursuant to this Contract. If Seller defaults, then Seller's obligation to pay the Fee will not be affected if Purchaser chooses the remedy of terminating this Contract, and the amount of the Fee will not be limited to the amount of the Earnest Money or any other escrow deposit made pursuant to this Contract.

B. Consent Required. Purchaser, Seller and Title Company agree that the Brokers are third party beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser, Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of the Fee without the written consent of the Brokers.

C. Right to Claim a Lien. Pursuant to Chapter 62 of the Texas Property Code, the Brokers hereby disclose their right to claim a lien based on the commission agreement set forth in this Contract and any other commission agreements applicable to the sale contemplated by this Contract. This disclosure is incorporated in any such commission agreements.

19. MISCELLANEOUS PROVISIONS.

A. Definition of Hazardous Materials. "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation, whether existing as of the Effective Date or subsequently enacted.

B. Notices. All notices and other communications required or permitted under this Contract must be in writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation of delivery to the Fax numbers specified in this Contract, if any; or (3) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth in this Contract. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above. Copies of all written notices should also be delivered to the Brokers and to the Title Company, but failure to notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

☐ 1. Seller also consents to receive any notices by email.
☐ 2. Purchaser also consents to receive any notices by email.

C. Termination. If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or Purchaser's agents; and (2) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 19.C. will survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this Section 19.C. to the extent of any conflict.

D. Forms. In case of a dispute as to the form of any document required under this Contract, the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the terms of this Contract.
E. Attorneys' Fees. The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.

F. Integration. This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superseded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

G. Survival. Any representation or covenant contained in this Contract not otherwise discharged at the Closing will survive the Closing.

H. Binding Effect. This Contract will inure to the benefit of, and will be binding upon, the parties to this Contract and their respective heirs, legal representatives, successors and assigns.

I. Time for Performance. Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

J. Business Day. If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or Texas legal holiday.

K. Right of Entry. After reasonable advance notice and during normal business hours, Purchaser, Purchaser's representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

L. Governing Law. This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located.

M. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

N. Broker Disclaimer. The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisors or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may
require any Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Broker responsible for any condition relating to the Property. The Broker does not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. Seller and Purchaser agree to hold the Broker harmless from any damages, claims, costs and expenses including, but not limited to, reasonable attorneys’ fees and court costs, resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property. Seller’s concealing any material information with respect to the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Broker’s liability for errors or omissions, negligence, or otherwise, is limited to the return of the Fee, if any, paid to the Broker pursuant to the Contract. The parties agree that they are not relying upon any oral statements that the Broker may have made. Purchaser is relying solely upon Purchaser’s own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Broker has not made any warranty or representation with respect to the condition of the Property or otherwise.

O. Counterparts. This Contract may be executed in a number of identical counterparts, and all counterparts will be construed together as one agreement. Any signed counterpart transmitted by Fax or email has the same effect as an original.

P. Patriot Act Representation. Seller and Purchaser each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

Q. Exchange. Seller and Purchaser shall cooperate with each other in connection with any tax deferred exchange that either party may be initiating or completing in connection with Section 1031 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party’s exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder, if the assignment is required in connection with the exchange. The parties agree to cooperate with each other, and sign any reasonable documentation that may be required, to effectuate any such exchange.

20. STATUTORY NOTICES.

A. Abstract or Title Policy. At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser’s own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

B. Notice Regarding Unimproved Property Located in a Certificated Service Area. If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.
C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of §40.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

D. Property Owners' Association. If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §55.042 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

E. Notice Regarding Possible Annexation. If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

F. Notice Regarding Coastal Area Property. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a written notice regarding coastal area property, in compliance with §33.135 of the Texas Natural Resource Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

G. Gulf Intracoastal Waterway Notice. If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resource Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

H. Notice for Property Located in an Agricultural Development District. If the Property is located in an agricultural development district, then in accordance with §60.863 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

I. Certificate of Mold Remediation. If a certificate of mold remediation has been issued for the Property under Section 1958.154 of the Occupations Code within the preceding five years, Seller is required to provide a copy of the certificate to Purchaser.
J. Notice of Water Level Fluctuations. If the Property adjoins a lake, reservoir, or other impoundment of water that has a storage capacity of at least 5,000 acre feet at the impoundment's normal operating level, then the following notice applies:

NOTICE OF WATER LEVEL FLUCTUATIONS: The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.

K. Disclosure of Dual Capacity as Broker and Principal. [Complete if applicable]

[Signature]

is a licensed Texas real estate agent and is acting in a dual capacity as broker for the Purchaser and as a principal in this transaction, so he or she may be the Purchaser (or one of the owners of the Purchaser) after any assignment of this Contract.

[Signature]

is a licensed Texas real estate agent and is acting in a dual capacity as broker for the Seller and as a principal in this transaction, so he or she may be the Seller (or one of the owners of the Seller).

21. DISPUTE RESOLUTION.

A. Mediation. If any dispute (the “Dispute”) arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party’s behalf. Within 14 days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than 30 days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute.

B. Arbitration. If the parties are unable to resolve any Dispute by mediation, then the parties (including the Brokers) shall submit the Dispute to binding arbitration before a single arbitrator. The Dispute will be decided by arbitration in accordance with the applicable arbitration statute and any rules selected by the arbitrator. After an unsuccessful mediation, any party may initiate the arbitration procedure by delivering a written notice of demand for arbitration to the other parties. Within 14 days after the receipt of the written notice of demand for arbitration, the parties shall make a good faith effort to select a qualified arbitrator acceptable to all parties. If the parties are unable to agree upon the selection of an arbitrator, then any party may request any state or federal judge to appoint an arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.
22. CONSULT AN ATTORNEY. This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

Purchaser’s attorney:
Name: 
Address: 
Phone: 
Fax: 
Email: 

Seller’s attorney:
Name: 
Address: 
Phone: 
Fax: 
Email: 

23. EXHIBITS AND ADDENDA. All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes [check all that apply]:

- [X] Exhibit "A" Legal Description
- Exhibit "B" Site Plan
- Exhibit "C" Information About Brokerage Services
- [X] Exhibit "D" Release Provisions
- Addendum A Schedule of Personal Property
- Addendum B-1 Third Party Financing
- Addendum B-2 Seller Financing
- Addendum B-3 Existing Loan
- Addendum C Disclosure Notice
- Addendum D Lead Based Paint
- Addendum E Additional Provisions
- Addendum F

24. CONTRACT AS OFFER. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party by the earlier of this date or the date that is 10 days after the date this Contract is executed by the first party, then that offer will be deemed to have been automatically withdrawn, in which case the Earnest Money, if any, will be returned to Purchaser. Any acceptance of an offer that has been withdrawn will be effective only if the party that withdrew the offer subsequently agrees to the acceptance either in writing or by course of conduct.

25. ADDITIONAL PROVISIONS. [Additional provisions may be set forth below or on any attached Addendum].

A. Exhibit "D" Release Provisions:
   "D" 1) No credit toward first (2) tracts released for Purchaser’s down payment.
This Contract is executed to be effective as of the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company (the Effective Date).

SELLER:
South Mayfield, L.P.
By Warehouse Holdings, G.P., Inc.
Its General Partner
By: (Signature) ________________________________
Name: Ron Walden
Title: V.P.
Date of Execution: 10/16/17

PURCHASER:
Huey Investments, Inc., and/or Assigns
By: (Signature) ________________________________
Name: Douglas E. Huey
Title: President
Date of Execution: 10/20/17

By: (Signature) ________________________________
Name: ________________________________
Title: ________________________________
Date of Execution: ________________________________

PRINCIPAL BROKER:
R. Walden & Associates, Inc.
By: (Signature) ________________________________
Name: R. Walden
Title: President
Address: 777 E. 15th St., Ste. 202
Plano, TX 75074
Phone: (214)405-0775
Fax: (972)423-3116
Email: Ronwalden202@aol.com
TREC License No.: ________________________________

COOPERATING BROKER:
By: (Signature) ________________________________
Name: ________________________________
Title: ________________________________
Address: ________________________________
Phone: ________________________________
Fax: ________________________________
Email: ________________________________
TREC License No.: ________________________________
TITLE COMPANY RECEIPT: The Title Company acknowledges receipt of this Contract on October 20, 2017 (the Effective Date). Upon receipt of the Earnest Money, the Title Company accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:
Republic Title Company of Texas, Inc.

By: (Signature) [Signature]

Name: Patti Windle
Title: Sr. Vice President

Address: 2626 Howell St., 10th Floor
Dallas, TX 75204-4064

Phone: 214.754.7772
Fax: 972.516.2525
Email: pwindle@republictitle.com

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NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
EXHIBIT "A" TO COMMERCIAL CONTRACT OF SALE
LEGAL DESCRIPTION

Property address or description:
8.088 Acres more or less, northwest corner of Matlock Rd. and Bardin Rd., Arlington, TX
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
ADDENDUM B-2 TO COMMERCIAL CONTRACT OF SALE

SELLER FINANCING

Property address or description:
8.088 Acres more or less, northwest corner of Mallock Rd. and Bardin Rd., Arlington, TX

1. Promissory Note. At the Closing, Purchaser shall execute and deliver a promissory note (the "Note") payable to the order of Seller in the amount of $800,000.00, with interest at Five Point Zero percent (5.00%) per annum, and payable upon the following terms and conditions:

☐ A. In one payment due in full on ______________________ together with accrued interest.

☒ B. Amortized over 25 years in installments of $ ______________________, ☑ including interest, ☐ plus interest, beginning Ninety (90) days after the date of the Note and continuing at regular quarterly intervals thereafter for 5 years, when the entire unpaid principal balance of the Note and the accrued unpaid interest will then be due and payable.

☐ C. Interest only in ________________ installments beginning after the date of the Note for the first ______ years and continuing thereafter until ______________________ installments of $ ______________________ including interest, ☐ plus interest, beginning ______________________ intervals thereafter for ______ years, when the entire unpaid principal balance of the Note and the accrued unpaid interest will then be due and payable.

2. Limit of Personal Liability. [To limit personal liability under the Note, check this box]:
☐ The Note will contain nonrecourse provisions limiting Purchaser’s personal liability. The noteholder will look only to the collateral provided by the Vendor’s Lien, the Deed of Trust and Assignment of Leases to enforce the payment of the indebtedness and will not seek a deficiency against Purchaser, except for: (1) failure to pay property taxes; (2) misapplication of insurance proceeds or condemnation awards (to the extent not applied to restore the Property or pay the Note); (3) misapplication of prepaid rents (to the extent not applied to pay operating expenses of the Property or pay the Note); and (4) security deposits (to the extent received by Purchaser and not paid to the noteholder or properly refunded to tenants). Any nonrecourse provision will not be construed to impair the rights of noteholder to foreclose upon the liens securing the Note.

3. Security. The Note will be secured by a Vendor’s Lien, a Deed of Trust and an Assignment of Leases. The Note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing, and interest will cease on the prepaid principal. The lien securing payment of the Note will be inferior to any lien securing any other promissory note described in this Contract. If an Owner Policy of Title Insurance is furnished, Purchaser shall furnish Seller with a Loan Policy of Title Insurance, and the additional premium for simultaneous issuance of the loan policy will be paid by Purchaser. The Deed of Trust securing the Note will include a provision that any act or occurrence that would constitute default under the terms of any superior lien will constitute a default under the Deed of Trust securing the Note. The Deed of Trust will contain provisions for acceleration of maturity in the event of default or, at the noteholder's option, in the event all or part of the Property is sold, transferred, or further

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[Redacted]
encumbered without the prior written consent of the noteholder. The Deed of Trust will include a
provision for the payment of reasonable attorney’s fees if the Note is placed in the hands of an
attorney for collection.

4. Payments. The Deed of Trust will provide for Purchaser to deposit in escrow with the
noteholder additional quarterly payments equal to one-twelfth of the total annual costs of ad
valorem taxes, casualty insurance premiums, property owners’ association dues, and any other
assessments on the Property. If any payments on the Note are not made when due, Seller
may, at Seller’s option, impose a late fee on any payment that is more than 10 days past due in
an amount not to exceed 5% of the past due amount, but in any event not to exceed the
maximum amount allowed by law. A late charge may be imposed only once on each past due
payment. Payments received by the noteholder will be applied first to any late fees, second to
escrow payments due, third to accrued and unpaid interest, and last to the unpaid principal
balance of the Note.

5. Credit Approval. To establish Purchaser’s creditworthiness, Purchaser will deliver to
Seller the following information (“Purchaser’s Financial Documentation”) within seven days
after the Effective Date of this Contract:

(a) verification of employment, including salary, if Purchaser is an individual;
(b) verification of funds on deposit in financial institutions;
(c) current financial statements including a balance sheet and an income statement;
(d) a credit report, or authorization for Seller to obtain a credit report;
(e) tax returns for the preceding three years; and
(f) ______________________

If Purchaser does not timely deliver Purchaser’s Financial Documentation or Seller
determines, in Seller’s sole discretion, that Purchaser’s creditworthiness is not acceptable,
Seller may terminate this Contract by giving a written notice to Purchaser on or before the date
that is 31 days after the Effective Date, in which case the Earnest Money will be returned to
Purchaser. If Seller does not timely terminate this Contract under this section, Seller will be
deemed to have accepted Purchaser’s credit.
Property address or description:  
7.5 Acres more or less, southeast corner of Campbell Rd. and North Garland Rd.

This Disclosure Notice (this "Notice") is a statement by Seller of the condition of the Property made as of the date of this Contract. This is not a substitute for any inspections Purchaser may make or for warranties that may be made by others. To best of Seller's knowledge, other than disclosed by Seller in this Notice: (1) the Property does not have any material latent, structural, or construction defects; (2) the Property is not contaminated with Hazardous Materials in violation of applicable laws and regulations; (3) none of the improvements on the Property has been constructed of materials known to be a potential health hazard to occupants of the Property; and (4) the following information is true and correct in all material respects, and Seller has included any material fact concerning the Property of which Seller is aware. These representations are not warranties or guarantees by Seller. Seller authorizes the Brokers to disclose to Purchaser all information about the condition of the Property whether disclosed to the Brokers by Seller orally or in writing (by this Notice or otherwise), or otherwise discovered. Seller shall advise Purchaser and the Brokers of any other material fact or condition, not reported here, that may arise or become known to Seller before the Closing. These representations are made by Seller only and are not representations of the Brokers. Seller acknowledges that Purchaser and the Brokers will be relying upon the accuracy and completeness of this information.

Please answer all questions. If the answer to any question is "Yes," explain on a separate sheet.

1. Buildings and Improvements. Are there any defects or repairs needed to the following?
   
a. Roof, parapets, flashing, penetrations, chimneys, skylights
   b. Air conditioning, refrigeration, heating, ventilating systems, air ducting, fans
   c. Foundation piers, slabs, grade beams, footings, retaining walls
   d. Floors, interiors, floor coverings, ceilings, millwork, partitions
   e. Exterior walls, curtain walls, weather proofing, caulking
   f. Structural components, columns, trusses, beams, bracing
   g. Electrical systems, wiring, lighting, fixtures and equipment
   h. Plumbing systems, piping, drains, valves, fixtures and equipment
   i. Elevators, escalators, overhead doors, other built-in mechanical equipment
   j. Windows, doors, plate glass, canopies, other architectural features
   k. Parking areas, driveways, steps, walks, curbs and other pavements
   l. Landscaping, irrigation systems, embankments, fences, signs

2. Hazardous Materials. Have there been any Hazardous Materials:
   
a. Released or deposited on or under or about the Property, or leaking on or from the Property?
   b. Used in the construction of the Improvements or in finishing materials?
   c. Released or deposited on or leaking from other properties contiguous to the Property?

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3. **Subsurface Conditions.**
   a. Are there any natural soil, geological, groundwater, or foundation problems?  
      | N/A | YES | NO | UNKNOWN |
      |-----|-----|----|---------|
   b. Are there underground storage tanks or leaking pipes on the Property?  
      |-----|-----|----|---------|
   c. Is the Property situated in a wetland or over a garbage dump or waste landfill?  
      |-----|-----|----|---------|

4. **Special Conditions.**
   a. Are there any public or private easements or agreements for utilities or access?  
      |-----|-----|----|---------|
   b. Is the Property flood prone or located in a 100-year flood plain?  
      |-----|-----|----|---------|
   c. Are there any violations of building codes, zoning ordinances, EPA regulations, OSHA regulations, or Texas Commission on Environmental Quality rules?  
      |-----|-----|----|---------|
   d. Are there any violations of Deed Restrictions covering the Property?  
      |-----|-----|----|---------|
   e. Are there any threatened condemnations by public authorities or utility companies, including planned streets, highways, railroads, utilities, or development projects?  
      |-----|-----|----|---------|
   f. Is the Property located in a historical district or planned development district?  
      |-----|-----|----|---------|
   g. Is the Property in any special zoning district or under a specific use permit?  
      |-----|-----|----|---------|
   h. Are there any pending changes in zoning or in the physical condition of the Property?  
      |-----|-----|----|---------|
   i. Is the Property subject to membership in a property owners' association or dues?  
      |-----|-----|----|---------|

5. **Utilities Present. (Strike those not on the Property):** City Water; Sanitary Sewer; Storm Drainage; Natural Gas; Electricity.

4. a., b. – Survey will disclose easements and 100 year floor plan

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ADDENDUM C  
7.07 Ac, SEC  

84
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
ADDENDUM E TO COMMERCIAL CONTRACT OF SALE
ADDITIONAL PROVISIONS

Property address or description:
8.088 Acres more or less, northwest corner of Matlock Rd. and Bardin Rd., Arlington, TX

See Page 22 of Contract
FIRST AMENDMENT TO COMMERCIAL CONTRACT OF SALE

THIS FIRST AMENDMENT TO COMMERCIAL CONTRACT OF SALE (this "Amendment") is made and entered into as of the 21st day of December, 2018, by and between SOUTH MAYFIELD, L.P. a Texas limited partnership (the "Seller"), and HUEY INVESTMENTS, INC., a Texas corporation (the "Purchaser").

RECITALS:

A. Purchaser and Seller have entered into a certain Commercial Contract of Sale dated effective as of October 20, 2017, the "Contract"), providing for the sale and purchase of 8.088 acres, more or less, located at the northwest corner of Matlock Road and Bardin Road, in the City of Arlington, Tarrant County, Texas (the "Property") more particularly described in the Contract.

C. Purchaser and Seller desire to amend the Contract in certain respects.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Purchaser and Seller agree as follows.

1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Contract. Except as amended herein, the terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this Amendment and Reinstatement, this Amendment and Reinstatement shall govern and control.

2. Additional Earnest Money. Contemporaneously with the execution of this Amendment, Purchaser shall deposit with the Title Company the sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) as "Additional Earnest Money" (herein so called). The Additional Earnest Money, together with the original $5,000.00 currently being held in escrow by the Title Company pursuant to the Contract shall hereinafter constitute the "Earnest Money". The Earnest Money shall be non-refundable except in the event of a default by Seller or the occurrence of a condemnation, but shall be applicable to the Purchase Price at Closing. Upon deposit of the Additional Earnest Money, all of the Earnest Money will be released to the Seller.

3. Dates and Time Periods. Notwithstanding anything to the contrary in the Contract, all time periods for performance provided under the Contract shall run forward for the same number of days as if the effective date of the Contract was the date of this Amendment.

4. Seller Financing. Section 1 of Addendum B-2 - Seller Financing attached to and made a part of the Contract entitled "Promissory Note" is hereby amended to delete "interest at five point zero percent (5.000%) per annum" and replace it with "six percent (6%) per annum."
5. **Survey.** Section 5.A. of the Contract is amended in the following respects:

   a) Notwithstanding anything to the contrary in Section 5.A. of the Contract, Seller agrees to obtain an ALTA land title boundary survey of the Property prepared by a surveyor licensed in the State of Texas, certified to Purchaser, Seller and the Title Company, sufficient to amend the standard boundaries and encroachments exception to “shortages in area”.

   b) At Closing, Seller shall give Purchaser a credit against the Purchase Price for the lesser of (i) the actual cost of the survey and (ii) $7,500.00.

6. **Consent to Third Party Contract or Assignment.** Notwithstanding anything to the contrary in the Contract, Seller agrees that Purchaser shall be permitted, during the executory period of the Contract, to (a) enter into a contract or contracts to sell the Property to a third party or (b) assign the Contract to a third party for consideration, in which case Seller shall not be entitled to any of such consideration for such assignment or the proceeds of the sale of the Property so long as Purchaser or the assignee of Purchaser pays Seller the Purchase Price agreed to herein at Closing; however, Purchaser may not close on a third-party contract until this Contract is closed.

7. **Closing Date.** Section 15. A. of the Contract is hereby amended such that the Closing Date shall be the later of (a) 30 days after the expiration of the Inspection Period or (b) the date that the rezoning ordinance for the Property has been adopted and platting of the Property has been approved by the City Council of the Arlington, but in no event later than 120 days after the expiration of the Inspection Period.

8. **Binding Agreement.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9. **Ratification.** The Contract, as restated and amended hereby, is in full force and effect and is hereby ratified, adopted and confirmed as hereby amended.

10. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Delivery of an executed counterpart of this Amendment electronically or by telecopy shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Amendment electronically or by telecopy shall also deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Amendment. Signature, initial and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one (1) executed document.
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SELLER:

SOUTH MAYFIELD, L.P.
a ___________ limited partnership

By: Warehouse Holdings G.P., Inc.
a ___________ corporation,
its general partner

By: ____________________________
Ron Walden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: ____________________________
Douglas E. Huey, President
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SELLER:

SOUTH MAYFIELD, L.P.
a limited partnership

By: Warehouse Holdings G.P., Inc.
a corporation, its general partner

By: Ron Warden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: Douglas E. Huey, President
SECOND AMENDMENT
TO
COMMERCIAL CONTRACT OF SALE

THIS SECOND AMENDMENT TO COMMERCIAL CONTRACT OF SALE (this "Amendment") is made and entered into as of the 28th day of January, 2019, by and between SOUTH MAYFIELD, L.P., a Texas limited partnership (the "Seller"); and HUEY INVESTMENTS, INC., a Texas corporation (the "Purchaser").

RECITALS:

A. Purchaser and Seller have entered into a certain Commercial Contract of Sale dated effective as of October 20, 2017, the "Original Contract"), providing for the sale and purchase of 8,088 acres, more or less, located at the northwest corner of Matlock Road and Bardin Road, in the City of Arlington, Tarrant County, Texas (the "Property") more particularly described in the Contract.

B. Purchaser and Seller amended the Original Contract by First Amendment to Commercial Contract of Sale dated as of December 21, 2018 (the "First Amendment"); the Original Contract, as amended by the First Amendment is hereinafter referred to as the "Contract".

C. Purchaser and Seller desire to further amend the Contract

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Purchaser and Seller agree as follows.

1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Contract. Except as amended herein, the terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this Amendment, this Amendment shall govern and control.

2. Inspection Period. The first sentence of Section 10.B.(1) of the Contract is hereby deleted in its entirety and replaced with the following: "Purchaser shall have until April 1, 2019 (the "Inspection Period") to inspect the Property and conduct studies regarding the Property."

   a) "Inspection Period Extensions. Purchaser shall have the right to extend the Inspection Period for two (2) additional periods: (1) until June 1, 2019, and (2) until August 1, 2019. Purchaser must request the applicable extension period by delivering to the Title Company, prior to the expiration of the Inspection Period or the current extension period, as applicable, written notice thereof, along with $10,000.00 (the "Extension Payment"). The Extension Payments shall be non-refundable absent a Seller default and applied to the Purchase Price at Closing. Any Extension Payment paid by Purchaser to the Title Company shall be immediately released by the Title Company to the Seller."
b) **Characterization and Disposition of Earnest Money and Extension Payments.** The Earnest Money and any Extension Payment, if and when paid to Seller, shall be non-refundable to Purchaser, unless Seller defaults at Closing, in which event the terms of Section 16.A. of the Contract shall apply. The Earnest Money and any Extension Payments shall be applied to the Purchase Price at Closing, but if Closing does not occur due to the default of Purchaser or due to Purchaser’s termination of this Contract for any reason other than Seller’s default at Closing, Seller may retain The Extension Payments theretofore made to Seller as consideration for entering into the Contract and allowing Purchaser to conduct its inspections, studies and assessments of the Property under the Contract."

3. **Closing.** Section 15. of the Contract is hereby deleted in its entirety and replaced with the following: “The Closing of the sale will be on or before thirty (30) days after the expiration of the Inspection Period, subject extension as provided in this Amendment below (the “Closing Date”). Purchaser shall have a one time right to extend the Closing Date to November 1, 2019 (the “Closing Extension”). Purchaser must request the Closing Extension by delivering to Seller, prior to the expiration of the original Closing Date, written notice thereof, along with $10,000.00 (the “Closing Extension Fee”). The Closing Extension Fee shall not be applied to the Purchase Price at Closing and may be retained by Seller regardless of whether the closing occurs, unless Seller defaults at Closing, in which event the terms of Section 16.A. of the Contract shall apply. The Closing Extension Fee paid by Purchaser to the Title Company shall be immediately released by the Title Company to the Seller.

4. **Re-Zoning.** Prior to the expiration of the Inspection Period, as same may be extended as set forth in Section 2.a) of this Amendment, the Property shall be appropriately zoned for the intended use of Purchaser. Any change in zoning must be accomplished by Purchaser at its sole cost and expense. Within three (3) days after the date the Property is rezoned for Purchaser’s use, Purchaser shall pay to Seller a “Rezoning Fee” (herein so called) in the amount of $10,000.00. The Rezoning Fee shall be non-refundable to Purchaser and shall be applied to the Purchase Price at Closing; provided, however, if Closing does not occur due to the default of Purchaser or due to Purchaser’s termination of this Contract for any reason other than Seller’s default at Closing, Seller may retain the Rezoning Fee to cover Seller’s costs to rezone the Property to its former classification.

5. **Closing Conditions.** The following is added to the Contract as Section 10.D: “Conditions Precedent” In the event that any condition precedent in this Section 10.D is not satisfied by the date specified in this Section 10. D., Purchaser shall have the right to (a) extend the time for performance of such condition precedent up to fifteen (15) days and the Closing will be extended as necessary, but in no event shall Closing occur later than November 1, 2019; or (b) terminate the Contract by delivering written notice thereof to Seller.

   a) **Subdivided.** Prior to the expiration of the Inspection Period, as same may be extended as set forth in Paragraph 2.a), 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 the end of the Inspection Period, as same may be extended as set forth in Section 2.a) above, Purchaser 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 Purchaser other than standard "tap in" fees.

c) Governmental Approvals. Prior to the expiration of the Inspection Period, as same may be extended as set forth in Section 2.a) above, Purchaser shall have received all necessary and customary governmental approvals necessary for Purchaser 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 Purchaser in its sole discretion.

<table>
<thead>
<tr>
<th>Performance Date</th>
<th>Beginning Date</th>
<th>Expiration Date</th>
<th>Amount of Deposit</th>
<th>Amount Applicable to Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>October 20, 2017</td>
<td></td>
<td>$5,000.00</td>
<td>YES</td>
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<tr>
<td>Second Deposit</td>
<td>December 21, 2018</td>
<td>21, 2018</td>
<td>$20,000.00</td>
<td>YES</td>
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<tr>
<td>Inspection Period</td>
<td>December 21, 2018</td>
<td>April 1, 2019</td>
<td>If Purchaser terminates all EM refunded. If Purchaser does not terminate, all earnest money delivered to Seller.</td>
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<tr>
<td>Description</td>
<td>Date/Deadline</td>
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<td>----------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------</td>
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<tr>
<td>Survey</td>
<td>March 1, 2019</td>
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<tr>
<td>Title Commitment</td>
<td>February 7, 2019</td>
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<tr>
<td>Title &amp; Survey Objections Due Date</td>
<td>30 days after receipt of title commitment, exception documents and survey</td>
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<tr>
<td>Seller’s response to Title Objections</td>
<td>15 days after receipt of Objections.</td>
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<tr>
<td>Purchaser’s right to terminate or waive objections</td>
<td>5 days after the 15 day period immediately above terminates</td>
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<td>Delivery of Extension Payment for First Extension</td>
<td>April 1, 2019</td>
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<tr>
<td>First Extension of Inspection Period</td>
<td>April 2, 2019</td>
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<td>June 1, 2019</td>
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<td>Delivery Date for Extension Payment for Second Extension of Inspection Period</td>
<td>June 1, 2019</td>
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<td>$10,000.00 Extension Fee</td>
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<td>Second Extension to Inspection Period</td>
<td>June 2, 2019</td>
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<td>August 1, 2019</td>
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<tr>
<td>Property is rezoned by Purchaser</td>
<td>Date of Rezoning</td>
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<td>$10,000.00</td>
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<tr>
<td>Closing Date</td>
<td>August 31, 2019</td>
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<tr>
<td>Delivery of Closing Extension Fee</td>
<td>August 1, 2019</td>
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<td>$10,000.00</td>
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<td>NO</td>
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<td>Closing Extension</td>
<td>September 1, 2019</td>
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<td>November 1, 2019</td>
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### Last Day to Close

<table>
<thead>
<tr>
<th>November 1, 2019</th>
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<tr>
<th>If Purchaser closes, the balance of Purchase Price delivered to Seller</th>
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</thead>
<tbody>
<tr>
<td>If Closing does not occur, there will be no further amounts delivered or paid..</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>If Closing occurs, Buyer will deliver the balance of the Purchase Price at Closing.</th>
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</thead>
<tbody>
<tr>
<td>If Closing does not occur, no additional amount will be delivered and if there is no Seller default existing, Seller keeps all amounts previously paid to Seller or held in escrow by the Title Company.</td>
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</tbody>
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6. **Timeline of Contract.** If the Project to be developed on the Property,

a) is unable to obtain support from City Council or other pertinent elected officials as required for the financing of the project, OR,

b) if Purchaser does not meet the below “**Target Dates**” (herein so called and listed in Section 7 of this Amendment), then Purchaser and Seller agree to a revised timeline for the Contract within thirty (30) days, then Purchaser will exercise its First and Second Extensions and the Closing Extension as needed and will pay Seller the applicable Extension Payments and Closing Extension Fee, as applicable. If a mutually acceptable timeline is not agreed upon, then Seller may terminate the contract and retain the Earnest Money and all Extension Payments and the Closing Extension Payment theretofore paid to Seller.
7. **Target Dates.**

   a) Meet with elected officials within 30 days.
   b) Prepare project description within 30 days
   c) Pre-application due 1/09/19
   d) Survey due 3/1/19
   e) City Council support 3/1/19
   f) Final application due 3/1/19
   g) Third party reports due 4/1/19
   h) State Representative Tony Tinderholt support 4/1/19

8. **Right to Terminate.** Purchaser shall have the right to terminate the Contract at any time prior to Closing, subject to the terms of hereof regarding the Earnest Money, the Extension Payments and Closing Extension Fee.

9. **Binding Agreement.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. **Ratification.** The Contract, as restated and amended hereby, is in full force and effect and is hereby ratified, adopted and confirmed as hereby amended.

11. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Delivery of an executed counterpart of this Amendment electronically or by telecopy shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Amendment electronically or by telecopy shall also deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Amendment. Signature, initial and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one (1) executed document.
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SELLER:

SOUTH MAYFIELD, L.P.,
a Texas limited partnership

By: Warehouse Holdings G.P., Inc.
a Texas corporation,
its general partner

By: ____________________________
    Ron Walden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: ____________________________
    Douglas E. Huey, President
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SELLER:

SOUTH MAYFIELD, L.P.,
a Texas limited partnership

By: Warehouse Holdings G.P., Inc.
a Texas corporation,
its general partner

By: __________________________
Ron Walden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: __________________________
Douglas E. Huey, President
Title revision for Bardin

Jordan Gronholz <Jordan.Gronholz@stewart.com> Fri, Mar 1, 2019 at 10:14 AM
To: "Deepak P. Sulakhe" <dsulakhe@omhousing.com>, Alyssa Carpenter <ajcarpen@gmail.com>
Cc: Carol Erick <Carol.Erick@stewart.com>, Ron Salamie <rsalamie@coletx.com>

Attached please find the Revised Title Commitment.

Thank you,

Jordan

PLEASE NOTE OUR ADDRESS CHANGE BELOW...

JORDAN GRONHOLZ

North Texas Division

Stewart Title Company
15950 Dallas Parkway (Suite 100) – South Tower

Dallas, TX 75248
(214) 473-5425

jordan.gronholz@stewart.com | www.stewart.com/dfw
CALL BEFORE YOU WIRE

Stewart Title requests you CALL TO VERIFY

This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Carol Erick
Sent: Friday, March 01, 2019 8:04 AM
To: Deepak P. Sulakhe <dsulakhe@omhousing.com>; Ron Salamie <rsalamie@coletx.com>; Jordan Gronholz <Jordan.Gronholz@stewart.com>
Cc: Alyssa Carpenter <ajcarpen@gmail.com>
Subject: RE: Title revision for Bardin

Will do!

PLEASE NOTE OUR NEW ADDRESS BELOW:

OUR PHONE NUMBERS REMAIN THE SAME.

Thank you!

CAROL ERICK | Senior Vice President – Commercial Escrow Officer

Office : 214.556.5487  Direct : 214.473-5414

Email : Carol.Erick@stewart.com

Stewart Title | 15950 Dallas Parkway | Suite 100 | Dallas, TX 75248
Office: (214) 556-5487| Direct: (214)-473-5414 | eFax: (833-431-4776)
Don’t be a Victim of Wire Fraud!

Please bring your wiring instructions to closing.

Prior to wiring funds to Stewart Title - CALL to confirm our wiring instructions. Please DO NOT rely on emailed wiring instructions.

---

From: Deepak P. Sulakhe [mailto:dsulakhe@omhousing.com]
Sent: Thursday, February 28, 2019 11:39 PM
To: Ron Salamie <rsalamie@coletx.com>; Carol Erick <Carol.Erick@stewart.com>; Jordan Gronholz <Jordan.Gronholz@stewart.com>
Cc: Alyssa Carpenter <ajcarpen@gmail.com>
Subject: [External] Title revision for Bardin

Ron:

Could you send updated legal description in word?

Carol, once you have it, can you update Title Commitment for AT Bardin Apartments Housing, LP and send to above group? Make sure to copy Alyssa …

Thanks.
Sincerely,

OM Housing

Setting the standard in high quality sustainable development.

Deepak P. Sulakhe

Off: (214) 432-7610

Cell: (214) 632-1565

Fax (214) 594-9753

Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.

Revised Title Commitment (3.1.19).pdf
1590K
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Stewart Title Company
17304 Preston Rd, Ste 110
Dallas, TX 75252

Matt Morris
President and CEO

Denise Carraux
Secretary

For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
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) 490-1007

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) 490-1007
TEXAS TITLE INSURANCE INFORMATION

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

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

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

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

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

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

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

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 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.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

<table>
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<tr>
<th>File No.: 342828</th>
<th>Effective Date:</th>
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<tr>
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<td>January 1, 2019 at 8:00AM</td>
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CLOSER: Carol Erick

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<th>Issued:</th>
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<td>March 1, 2019 9:04AM</td>
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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: $2,350,763.00
      PROPOSED INSURED: AT Barding 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:

   South Mayfield Limited partnership, a Texas limited partnership

4. Legal description of land:

   See Exhibit "A" Attached Hereto
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 342828


BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "BHB INC" FOUND IN THE NORTH MARGIN OF WEST BARDIN ROAD, FOR THE SOUTHWEST CORNER OF SAID LOT 10R-2;


THENCE WITH THE SOUTH LINE OF SAID LOT 7 AND LOT 9-R-1 OF SAID LOTS 7, 9-R-1 AND 9-R-2, J.L. NEWTON ADDITION, THE NORTH LINE OF SAID LOT 10R-2, NORTH 89 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 469.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHERLY NORTHEAST CORNER HEREOF;

THENCE ACROSS SAID LOT 10R-2, SOUTH 00 DEGREES 52 MINUTES 52 SECONDS EAST, AT A DISTANCE OF 30.00 FEET PASSING A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 10R-1 OF SAID LOT 10R-1 & LOT 10R-2, J.L. NEWTOWN ADDITION, AND AN INTERIOR CORNER OF SAID LOT 10R-2, CONTINUING WITH THE WEST LINE OF SAID LOT 10R-1 AND THE WESHERLY EAST LINE OF SAID LOT 10R-2, A TOTAL DISTANCE OF 280.00 FEET TO AN "X" IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 10R-1, AN INTERIOR CORNER OF SAID LOT 10R-2 AND AN INTERIOR CORNER HEREOF;


THENCE ALONG THE WEST MARGIN OF SAID MATLOCK ROAD, WITH THE EAST LINE OF SAID LOT 10R-2, WITH A CURVE TO THE LEFT WITH A RADIUS OF 485.00 FEET, DELTA ANGLE OF 02 DEGREES 55 MINUTES 04 SECONDS, ARC LENGTH OF 24.70 FEET, AND CHORD BEARING AND DISTANCE OF SOUTH 00 DEGREES 49 MINUTES 04 SECONDS WEST 24.70 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE POINT OF TANGENCY OF SAID CURVE TO THE LEFT, CONTINUING SOUTH 00 DEGREES 38 MINUTES 28 SECONDS EAST, A DISTANCE OF 138.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "COLE" SET FOR A SOUTHEAST CORNER HEREOF;

THENCE ACROSS SAID LOT 10R-2, SOUTH 89 DEGREES 22 MINUTES 55 SECONDS WEST, A DISTANCE OF 235.15 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "COLE" SET FOR AN INTERIOR CORNER HEREOF;

THENCE CONTINUING ACROSS SAID LOT 10R-2, SOUTH 00 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 138.07 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "COLE" SET IN THE NORTH MARGIN OF SAID WEST BARDIN ROAD, FOR THE SOUTHERLY SOUTHEAST CORNER HEREOF;

THENCE ALONG THE NORTH MARGIN OF SAID WEST BARDIN ROAD, WITH THE SOUTHERLY LINES OF SAID LOT 10R-2, SOUTH 87 DEGREES 37 MINUTES 31 SECONDS WEST, A DISTANCE OF 127.73 FEET TO 1/2-INCH
COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

IRON ROD FOUND, AND SOUTH 89 DEGREES 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 341.17 FEET TO THE PLACE OF BEGINNING AND CONTAINING 312,784 SQUARE FEET OR 7.181 ACRES OF LAND.

BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT REALIZATION 2011.

MAP & DOCS

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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 date or delete this exception):

   Recorded in/under Volume 14429, Page 188, Real Property Records; and Cabinet A, Slide 6223, Map/Plat Records, Tarrant County, Texas. (Provisions, if any, based on race, color, religion, sex, handicap, familial status or national origins are nullified.)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

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 2019 and subsequent years.")

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the 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.)
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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) Rights of parties in possession. (Owner Title Policy only)

b) Easements as shown on plat recorded in/under Cabinet A, Slide 6223, Map/Plat Records, Tarrant County, Texas.

c) Easement, Right of Way and/or Agreement by and between Spies-Roberts, Inc. and Texas Electric Service Company, by instrument dated 2/18/1982, filed 4/15/1982, recorded in/under Volume 7278, Page 1811, Real Property Records, Tarrant County, Texas.


f) 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.

g) An oil, gas and mineral lease dated 8/15/2008, filed 11/4/2008, executed by South Mayfield Limited Partnership, a Texas limited partnership, lessee, in favor of Hott Resources, LLC, a Texas limited liability company, lessee, recorded in/under Clerk’s File No. D208415513, Real Property Records, Tarrant County, Texas. Surface rights are waived therein.


i) Terms, conditions, provisions and stipulations of Ingress/Egress Easement Agreement, by and between South Mayfield Limited Partnership, a Texas limited partnership and Mesquite Creek Development, Inc., a Georgia corporation, dated 7/12/2000, filed 7/14/2000, recorded in/under Volume 14429, Page 189, Real Property Records, Tarrant County, Texas.

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

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

2. Satisfactory evidence must be provided that:
   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - 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 materialman’s liens have attached to the property,
   - there is legal right of access to and from the land,
   - (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. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. Privileged Lien by the City of Arlington, for mowing, in the amount of $354.08, filed 12/18/2018, recorded in/under Clerk’s File No. D218275740, Real Property Records, Tarrant County, Texas.

7. Company requires that the record owner execute an Affidavit as to Debts and Liens evidencing the fact that no mortgages or other indebtedness affect the property in question.

8. Company requires a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

9. Title is vested as shown above. The applicant seller(s) is/are Huey Investments, Inc.. Company is to be furnished with a properly executed documents from South Mayfield Limited Partnership, a Texas partnership to applicant sellers. Upon our inspection and approval, same will be placed of record. Our Policy will be subject to the conditions contained therein, if any.

10. NOTE: For Information Purposes Only, the vesting on Schedule A as per document recorded in Volume 13476, Page 112, Real Property Records of Tarrant County, Texas.

11. REQUIREMENT: Title Company requires Assignment of Contract from OM Housing, LLC to AT Bardin Housing, LP.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 342828

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 Vishnevetsky, 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 Information Services Corporation - 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, and 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   $12,020.00
   Loan Policy      
   Endorsement Charges $0.00
   Other
   Total $12,020.00

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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<th>Amount</th>
<th>To Whom (or %)</th>
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</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."
Supporting Documents:
Title Commitment
Increase in Eligible Basis
This Tab is Not Applicable
Multiple Site Information

NA
2019 HTC
Full Application

Part 2 Tab 14

Elected Officials
Elected Officials

- **US Representative**
- **State Senator**
- **Support Letter**
- **City Mayor**
- **School Superintendent**
- **Presiding officer of Board of Trustees**

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

- **State Representative**
- **State Representative**
- **State Representative**
- **State Representative**
- **State Representative**
- **State Representative**
- **State Representative**
- **State Representative**

**No Pre-Application was submitted.**

Please identify all elected officials which represent the Development Site.

- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
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- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**
- **District/Precinct**
- **Email or Phone**

*3/1/2019*
2019 HTC
Full Application

Part 2 Tab 15

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

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

No Pre-Application was submitted.

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

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

1. 

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

2. 

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

3. 

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

4. 

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

5. 

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>
2019 HTC
Full Application

Part 2 Tab 16

Certification of Notifications
CERTIFICATION OF NOTIFICATIONS (ALL PROGRAMS)

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

Part 1. Notifications made at Pre-Application (Competitive HTC only):
I (We) certify that the pre-application included evidence of these notifications pursuant to 10 TAC §11.203, the pre-application met all threshold requirements, and no additional notifications were required with this full Application.

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

Notifications made at Application:

- No pre-application was submitted, and I (We) certify that the all required entities were notified as required by 10 TAC §11.203.
- One or more persons holding a position or role described changed between the submission of the pre-application and the Application, and I (We) certify that the new person(s) was notified as required by 10 TAC §11.203.
- As applicable, all re-notifications or notifications made at Application are indicated in the Application on the Elected Officials and/or Neighborhood Organizations Form(s).

Part 2. Notifications - Form and Content:

- I (we) certify that the notifications are not older than 3 months from the first day of the Application Acceptance Period for Competitive HTC Applications and not older than three (3) months prior to the date Parts 5 and 6 of the Application are submitted for Tax Exempt Bond Developments, and not older than three (3) months prior to the date the Application is submitted for all other Applications.
- I (we) certify that the notifications do not contain any false or misleading statements. Without limiting the generality of the foregoing, the notification does not create the impression that the proposed Development will serve a Target Population exclusively or as a preference without such targeting or preference being documented in the Application and is or will be in full compliance with all applicable state and federal laws, including state and federal fair housing laws.
- I (we) certify that the notifications or any other communications do not contain any statement that violates Department rules, statute, code, or federal requirements.
- I (We) certify that, in addition to all of the required neighborhood organizations, the following entities were notified in accordance with 10 TAC §11.203. The notifications were in the format provided in the Application Notification Template. All of the following entities were notified and are correctly listed on the Elected Officials Form and Neighborhood Organizations Form:
  - Superintendent of the school district containing the Development;
  - Presiding officer of the board of trustees of the school district containing the Development;
  - Mayor of any municipality containing the Development;
  - All elected members of the Governing Body of any municipality containing the Development;
  - Presiding officer of the Governing Body of the county containing the Development;
  - All elected members of the Governing Body of the county containing the Development;
  - State senator of the district containing the Development; and
  - State representative of the district containing the Development.
- While not required to be submitted in this Application, I have kept evidence of all notifications made and this evidence may be requested by the Department at any time during the Application review.

Part 3. Neighborhood Organizations (competitive HTC only):

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

Certify on next page

2/15/2019
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that name is signed to the foregoing statement, and who is known to be one in the same, has acknowledged before me on this date, that being informed of the contents of this statement, executed the same voluntarily on the date same foregoing statement bears.

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

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

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

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

2. The Target Population will be:

- [ ] General

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

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

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

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

3. Staff Determinations regarding definitions of development activity obtained?

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

4. Narrative

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

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

This is a typical 2- and 3-story with clubhouse development plan for the general population. It should be noted that the site control for the site consists of a contract between the Applicant and an entity that currently has a contract with the property owner.

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>Multifamily Direct Loan: Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>Multifamily Direct Loan: Const. to Perm. (Soft Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>CHDO Operating Expenses Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Tax Credits</td>
<td>$ 1,500,000</td>
<td></td>
</tr>
<tr>
<td>Private Activity Mortgage Revenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Identify any and all set-asides the application will be applying under with an "x". Set-Asides can not be added or dropped from pre-application to full Application for Competitive HTC Applications.

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

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

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

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

Has this site/activity previously received TDHCA funds? No

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

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
2019 HTC
Full Application

Part 3 Tab 18

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>must qualify for</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>112</td>
<td></td>
<td>14</td>
</tr>
</tbody>
</table>

X 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**

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

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

OR:

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

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

- Application is a Tax Exempt Bond Development and will meet a minimum of nine (9) points as outlined in 10 TAC §11.101(b)(6)(B).
- Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum of four (4) points as outlined in 10 TAC §11.101(b)(6)(B).

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

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

- Application is a Tax Exempt Bond Development and will meet a minimum of eight (8) points as outlined in 10 TAC §11.101(b)(7).
- Application is Direct Loan not layered with Housing Tax Credits and will meet a minimum four (4) points as outlined in 10 TAC §11.101(b)(7).

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

X 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

X 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).**
# 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)]

- **Direct Loan Points:**
  - At least 20 percent of all low-income Units at 30% or less of AMGI*: 13
  - At least 10 percent of all low-income Units at 30% or less of AMGI or, for a Development located in a Rural Area, 7.5 percent of all low-income Units at 30% or less of AMGI*: 0
  - At least 5 percent of all low-income Units at 30% or less of AMGI*: 0

In the event of a tie with another application or applications, this percentage of 30% AMGI MFDL units within the Development would be converted to be available to households at 15% AMGI.

* Applicants electing to restrict units at 30% AMGI for Competitive HTC purposes may not count those same units for scoring points under §13.6(5). However, 50% AMGI and 60% AMGI units that are layered with 30% AMGI units for Direct Loan purposes may count for point scoring under §13.6(5). Points claimed here will not appear on the Self Score tab.

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

- **Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively.**
  - Total Number of Units at 50% or less of AMGI: 44
  - Number of 30% Units used to score points under §11.9(c)(2)*: 9
  - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost): 0
  - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1): 35
  - Percentage used for calculation of eligible points under §11.9(c)(1): 40.70%

- **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

- **Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and**

  - 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.
- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or
- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or
- At least 5% of all low-income Units at 30% or less of AMGI

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

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

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

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

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

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

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

B **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)

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

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

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

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

- Attached behind this tab 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.
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 that are restricted for persons with disabilities. A Development having a preference for Persons with Disabilities or a use restriction for Special Needs Populations is not a disqualifying factor for purposes of this scoring item.
- Development only has units with an existing or proposed 62 or more age restriction.
- Development is not located in Austin-Round Rock MSA, Brownsville-Harlingen MSA, Corpus Christi MSA, Dallas-Fort Worth-Arlington MSA, El Paso MSA, Houston-The Woodlands-Sugar Land MSA, McAllen-Edinburg-Mission MSA, or San Antonio-New Braunfels MSA.
- The Development is a new construction project and located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s most current Flood Insurance Rate Maps.
- The Development is located in a coastal high hazard area (V Zone) or regulatory floodway.
- Other disqualifying factor (please explain)

---

**Application is seeking points for Tenant Populations.**

Points Claimed: 2

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Points Claimed</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>Development is requesting Pre-Application Points.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Development will maintain a 35 year Affordability Period.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application requests points for Historic Preservation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
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<tr>
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<td>Application reflects funding request for no more than 100% of the amount available in the subregion or set-aside as of 12/3/2018.</td>
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</tr>
</tbody>
</table>
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,
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 131779781

Notary Public Signature
2019 HTC
Full Application

Part 3 Tab 19

Historic Preservation
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 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)**

- Building Configuration (Check all that apply):
  - Single Family Construction
  - GRO
  - Transitional (per §420)(3)(B)
  - Duplex
  - Scattered Site
  - Fourplex
  - > 4 Units Per Building
  - Townhome

**Development will have:**
- Fire Sprinklers
- Elevators
- # of Elevators
- Mt. Capacity

**Number of Parking Spaces (consistent with Architectural Drawings):**
- Free
- Paid

- Free
- Paid

- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

**Floor Composition/Wall Height:**
- % Carpet/Vinyl/Resilient Flooring
- % Ceiling Height

- % Ceramic Tile
- % Upper Floor(s) Ceiling Height (Townhome Only)

- % Other

**Total # of Buildings:**
- Residential Buildings

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**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:

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2/28/2019
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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.

Page | 9
December 17, 2018
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: [29FEB19]

Printed Name
# 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>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></td>
<td>0</td>
<td>0</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>112</td>
<td>5.6</td>
<td>5.6</td>
<td></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>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>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; 106)</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; 116)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>3.4</td>
<td>4.2</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

By: [Printed Name]

[Date]

[Architect's Name]

Firm Name (If applicable)

2/28/2019
## Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that 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>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2%</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>2%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
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<td></td>
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<tr>
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<td>112</td>
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<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>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td></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>

*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: 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
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: 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.

R. Sanchez

Date: 2/4/09

Firm Name (if 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.

  **NA** Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
### Unit Tabulation

<table>
<thead>
<tr>
<th>UNIT TYPE</th>
<th>TOTAL AREA</th>
<th>NUMBER</th>
<th>BEDS</th>
<th>TOTAL DIRECT</th>
<th>TOTAL ASSIGNED</th>
<th>TOTAL GARAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1(b)</td>
<td>15.244</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>A1-ADA(a)</td>
<td>15.244</td>
<td>6</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>A1-ADA(b)</td>
<td>15.244</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>B1</td>
<td>25.836</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>B1-ADA(a)</td>
<td>25.836</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>B1-ADA(b)</td>
<td>25.836</td>
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<td>1</td>
<td>0</td>
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<td>0</td>
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<td>5</td>
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<tr>
<td>C1-ADA(a)</td>
<td>22.866</td>
<td>10</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>C1-ADA(b)</td>
<td>22.866</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

### Building Tabulation

<table>
<thead>
<tr>
<th>BUILDING TYPE</th>
<th>COUNT</th>
<th>UNIT TYPES</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1</td>
<td>6-A1(b) + 3-C1(a) + 1-B1(a) + 1-C1-ADA(a)</td>
<td>112</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>12-B1(a) + 2-C1(a)</td>
<td>15.244</td>
</tr>
<tr>
<td>B2</td>
<td>1</td>
<td>2-B1(a) + 1-B1(a) + 1-C1(a)</td>
<td>25.836</td>
</tr>
<tr>
<td>C</td>
<td>1</td>
<td>10-A1(b) + 5-C1-ADA(b)</td>
<td>22.866</td>
</tr>
</tbody>
</table>

### Garage Tabulation

<table>
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<tr>
<th>GARAGE TYPE</th>
<th>COUNT</th>
<th>TOTAL DIRECT</th>
<th>TOTAL ASSIGNABLE</th>
<th>TOTAL GARAGES</th>
</tr>
</thead>
<tbody>
<tr>
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<td>0</td>
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<tr>
<td>B1</td>
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<tr>
<td>C1</td>
<td>24</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Miscellaneous

- **AVERAGE UNIT SIZE:** 1,032.30 S.F.
- **LAND AREA:** 7.181 ACRES
- **DENSITY:** 15.60 UNITS/ACRE
- **REQUIRED PARKING:** 237 SPACES
- **PROV. PARKING:** 243 SPACES
- **DETACHED CARPORT:** 47 SPACES
- **SURFACE:** 126 SPACES
- **GARAGE spaces:** 2.17 SPACES
- **PHEVED:** 0.87 SPACES

### Project Contact Information

**OWNER/DEVELOPER:**
OM HOUSING
7328 MIMOSA LANE
DALLAS, TX 75230
V: 214-309-6733

**ARCHITECT:**
BGO ARCHITECTS
4202 BELTWA5: DRIVE
ADDISON, TEXAS 75001
V: 214-520-8878
bgoarchitects.com

**DATE:** 02-21-19

**SHEET NUMBER:** A0-00

**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 NATIONAL ELECTRICAL CODE WITH LOCAL AMENDMENTS
- 2015 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS
- 2015 INTERNATIONAL ENERGY CONSERVATION CODE WITH LOCAL AMENDMENTS
- 2015 INTERNATIONAL FUEL AND GAS CODE WITH LOCAL AMENDMENTS
- 2015 INTERNATIONAL RESIDENTIAL CODE WITH LOCAL AMENDMENTS
- 2015 FAIR HOUSING ACCESSIBILITY GUIDELINES
- 2015 ADA STANDARDS

**LOCATION:** ARLINGTON, TEXAS

**LOCATION MAP:**
NOT TO SCALE
# Bardin Apartments

## IN ARLINGTON, TEXAS

### Project Data Sheet

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name</td>
<td>Bardin Apartments</td>
</tr>
<tr>
<td>Location</td>
<td>Arlington, Texas</td>
</tr>
<tr>
<td>Architect</td>
<td>[Name]</td>
</tr>
<tr>
<td>Contractor</td>
<td>[Name]</td>
</tr>
<tr>
<td>Completion Date</td>
<td>[Date]</td>
</tr>
</tbody>
</table>

### 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 National Electrical Code with Local Amendments
- 2015 International Fire Code with Local Amendments
- 2015 International Stormwater Code with Local Amendments
- 2015 International Fuel and Gas Code with Local Amendments
- 2015 International Residential Code with Local Amendments
- Fair Housing Accessibility Guidelines
- ADA Standards

### Location Map

**NOT TO SCALE**

---

### Latest Issue Date

---

### Project Contact Information:

- **Owner/Developer:** [Name]
- **Architect:** [Name]
- **Contractor:** [Name]
- **Address:** [Address]

---

[Diagram of location]
<table>
<thead>
<tr>
<th>Page</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A0-01</td>
<td>ARCHITECTURE</td>
</tr>
<tr>
<td>2-3</td>
<td>A0-01</td>
<td>INTERIOR</td>
</tr>
<tr>
<td>4-5</td>
<td>A0-01</td>
<td>EXTERIOR</td>
</tr>
<tr>
<td>6</td>
<td>A0-01</td>
<td>CONSTRUCTION</td>
</tr>
<tr>
<td>7</td>
<td>A0-01</td>
<td>SITE PLAN</td>
</tr>
<tr>
<td>8</td>
<td>A0-01</td>
<td>FLOOR PLANS</td>
</tr>
<tr>
<td>9-10</td>
<td>A0-01</td>
<td>ASSET INFORMATION</td>
</tr>
<tr>
<td>11</td>
<td>A0-01</td>
<td>DRAWING LEGEND</td>
</tr>
</tbody>
</table>

**Bardin Apartments**

**APARTMENTS IN ARLINGTON TEAMS FOR OM HOUSING**

**DATE**
08-21-19

**PROJECT**

**SHEET NUMBER**

**INDEX**
BUILDING TYPES 'B1' & 'B2' - 3RD FLOOR PLAN
## 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/label floor plan. "Building Label" should conformat 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-blocking columns Q through AA, and rows S1 through 79.

### Specifications and Amenities (check all that apply)

- **Building Configuration (Check all that apply):**
  - Single Family Constructions
  - SRO
  - Transitional (per 542)(1)(B)
  - Duplex
  - Fourplex
  - > 4 Units Per Building
  - Townhome

- **Development will have:**
  - Fire Sprinklers
  - Elevators

- **Number of Parking Spaces/Consistent with Architectural Drawings:**
  - Free Paid
    - Shed or Flat Roof Carport Spaces: 75
    - Attached Garage Spaces: 47
    - Uncovered Spaces: 125

- **Floor Composition/Wall Height:**
  - % Carpet/Vinyl/Resilient Flooring
  - % Ceramic Tile
  - % Other

- **Building Label:**
  - A 81 B1 B2 C

- **Number of Stories:**
  - 2 2 3 3

- **Number of Buildings:**
  - 1 2 1 1

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bed-room</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</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>2</td>
<td>1</td>
<td>829</td>
<td>8</td>
<td>4</td>
<td>44,344</td>
</tr>
<tr>
<td>B1</td>
<td>2</td>
<td>2</td>
<td>964</td>
<td>12</td>
<td>46</td>
<td>54,694</td>
</tr>
<tr>
<td>C1</td>
<td>3</td>
<td>2</td>
<td>1,189</td>
<td>6</td>
<td>46</td>
<td>54,694</td>
</tr>
<tr>
<td>Totals</td>
<td>16</td>
<td>48</td>
<td>24</td>
<td>24</td>
<td>112</td>
<td>115,618</td>
</tr>
</tbody>
</table>

### Supportive Housing Applicants Only

- Enter the total development common area from the architect's plans:
- Ensure that number matches your architectural drawings.
- The additional square footage allowed for Supportive Housing per 11.9(e)(2) is:
- The lesser of these two numbers added to NRA:
  - Use this number to figure points under 11.9(e)(2)

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

**UNIT SIZES AND/OR UNIT TYPES BETWEEN THIS EXHIBIT AND THE RENT SCHEDULE DO NOT MATCH.**

**Net Rentable Square Footage from Rent Schedule:**

<table>
<thead>
<tr>
<th>Unit Type</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>44,344</td>
</tr>
<tr>
<td>B1</td>
<td>54,694</td>
</tr>
<tr>
<td>C1</td>
<td>54,694</td>
</tr>
</tbody>
</table>

**2/28/2019**
## Accessible Mobility Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that shows the calculations).

To the maximum extent feasible and subject to reasonable health and safety requirements, accessible units must be:

1. Distributed throughout the Unit types AND the Development; and
2. Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

Multifamily Housing Developments covered by 10 TAC 11.101(b)(8)(A) must have a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% must be set aside for the hearing and/or visually impaired.

<table>
<thead>
<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit Description</td>
<td></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</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>112</td>
<td>5.6</td>
<td>5.6</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>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>68</td>
<td>5%</td>
<td>3.4</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 10c)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 11)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>1</td>
<td>1</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]

[Date]  [Firm Name (If applicable)]

2/28/2019
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that 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</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>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>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></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>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Printed Name: [Name]

Date: 28 FEB 19

Firm Name (If applicable): [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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total dwelling Units in the Development</td>
<td>112</td>
</tr>
<tr>
<td>Total surface parking spaces:</td>
<td>129</td>
</tr>
<tr>
<td>Total carports:</td>
<td>71</td>
</tr>
<tr>
<td>Total garages:</td>
<td>47</td>
</tr>
<tr>
<td>Total parking spaces of all types:</td>
<td>247</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>0</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>247</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<td>6</td>
</tr>
<tr>
<td>Parking spaces that serve dwelling units in excess of one per unit (if applicable):</td>
<td>135</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>3</td>
</tr>
<tr>
<td>Total APSs required (including dwelling units and facilities/amenities):</td>
<td>9</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: 6

Minimum number of carports that must be APSs: 2

Number of garages that must be APSs: 1

APSSs that Must Be Van Spaces

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Van APSs required, including all types of spaces:</td>
<td>2</td>
</tr>
<tr>
<td>Minimum number of surface parking spaces that must be van APSs:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of carports that must be van APSs:</td>
<td>1</td>
</tr>
<tr>
<td>Minimum number of garages that must be van APSs:</td>
<td>1</td>
</tr>
</tbody>
</table>

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

Signature: [Signature]
Printed Name: [Printed Name]
Date: 2/14/19
Firm Name (if applicable): [Firm Name]
Accessible Parking Calculation

Submit this worksheet or a comparable document certified by an accessibility professional.

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity: 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>
</tr>
<tr>
<td>Amenity 1: Leasing/Clubhouse</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2: Trash Enclosure</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td></td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
</tr>
<tr>
<td>Total of Accessible Parking Spaces that Do Not Serve Dwelling Units:</td>
<td>2</td>
</tr>
</tbody>
</table>
**Accessible Parking for Residential Units**

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

**Enter the information indicated below.**

Total dwelling Units in the Development: 112
Total surface parking spaces: 125
Total carports: 75
Total garages: 47

<table>
<thead>
<tr>
<th>Description</th>
<th>Calculation Method</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total parking spaces of all types:</td>
<td>Calculated from above</td>
<td>247</td>
</tr>
<tr>
<td>Total APSs that serve non-residential purposes (i.e. office, amenities, etc.):</td>
<td>Calculated on prior page</td>
<td>0</td>
</tr>
<tr>
<td>Total of all types of parking spaces that serve dwelling units:</td>
<td>Calculated from above</td>
<td>247</td>
</tr>
<tr>
<td>APSs for mobility accessible units (5% of unit count, if spaces are sufficient):</td>
<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>Calculated from above</td>
<td>133</td>
</tr>
<tr>
<td>APSs required in excess of one per mobility accessible unit:</td>
<td>Calculated from above</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total APSs required (including dwelling units and facilities/amenities):</strong></td>
<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: 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:**
Minimum number of surface parking spaces that must be van APSs: 2
Minimum number of carports that must be van APSs: 1
Minimum number of garages that must be van APSs: 1

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

*Signature*

*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 [Date]

Printed Name [Printed Name]

License Number and State [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:  

Printed Name
### Rent Schedule

Unit types must be entered from smallest to largest based on "# of Bedrooms" and "Unit Size", then within the same "# of Bedrooms" and "Unit Size" from lowest to highest "Rent Collected/Unit".

**Private Activity Bond Priority (For Tax-Exempt Bond Developments ONLY):**

<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
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</thead>
<tbody>
<tr>
<td>HTC Units</td>
</tr>
<tr>
<td>-----------</td>
</tr>
<tr>
<td>TC 30%</td>
</tr>
<tr>
<td>TC 50%</td>
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<tr>
<td>TC 60%</td>
</tr>
<tr>
<td>MR</td>
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<tr>
<td>TC 30%</td>
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<tr>
<td>TC 50%</td>
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<tr>
<td>TC 60%</td>
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<tr>
<td>TC 30%</td>
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<tr>
<td>TC 50%</td>
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<tr>
<td>TC 60%</td>
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### Rent Limits

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<th>Number of</th>
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<td>50</td>
<td>$658</td>
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<tr>
<td>60</td>
<td>$790</td>
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- **Non Rental Income**: $0.00 per unit/month for: late fees, app fees, NSF fees, retained deposits, interest income = **POTENTIAL GROSS MONTHLY INCOME** 103,204
- **Provision for Vacancy & Collection Loss**: % of Potential Gross Income: 7.50% (7,740) = Effective Gross Monthly Income: 95,464
- **Rental Concessions (enter as a negative number)** Enter as a negative value: 2,240
- **EFFECTIVE GROSS MONTHLY INCOME**: 1,145,564

**TOTAL**: 112

```
Non Rental Income: $0.00 per unit/month for: late fees, app fees, NSF fees, retained deposits, interest income = **POTENTIAL NONRENTAL INCOME** 2,240
Non Rental Income: 20.00 per unit/month for: 2,240
Non Rental Income: 0.00 per unit/month for: 2,240

=NATURAL GROSS ANNUAL INCOME = EFFECTIVE GROSS MONTHLY INCOME * 12 = 1,145,564
```

If a revised form is submitted, date of submission: 2/28/2019
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<th>% of Total</th>
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**Housing**

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<th>TC40%</th>
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<th>TC60%</th>
<th>TC70%</th>
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<th>MRB40%</th>
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<th>MRB60%</th>
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<table>
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<th>HTC LI Total</th>
<th>EO</th>
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<th>Total HTC Units</th>
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<td>86</td>
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<td>23% 26</td>
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**Tax Credits**

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**Mortgage Revenue**

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<th>MRB40%</th>
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<th>MRB60%</th>
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**Bond**

<table>
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<tr>
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<th>MRB30%</th>
<th>MRB40%</th>
<th>MRB50%</th>
<th>MRB60%</th>
<th>MRB70%</th>
<th>MRB80%</th>
</tr>
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<tbody>
<tr>
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**Direct Loan**

<table>
<thead>
<tr>
<th>30%</th>
<th>40%</th>
<th>LH/50%</th>
<th>HH/60%</th>
<th>HH/80%</th>
<th>Direct Loan LI Total</th>
<th>Direct Loan Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
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<td>0</td>
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**National Housing Trust Fund**

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<th>HTF30%</th>
<th>HTF LI Total</th>
<th>MR</th>
<th>MR Total</th>
<th>HTF Total</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
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<td>0</td>
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</tr>
</tbody>
</table>

**Direct Loan**

<table>
<thead>
<tr>
<th>30%</th>
<th>40%</th>
<th>LH/50%</th>
<th>HH/60%</th>
<th>HH/80%</th>
<th>Direct Loan LI Total</th>
<th>Direct Loan Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
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<td>0</td>
<td>0</td>
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</tbody>
</table>

**Other**

<table>
<thead>
<tr>
<th>Total OT Units</th>
<th>0</th>
</tr>
</thead>
</table>

**Acquisition + Hard**

| Cost Per Sq Ft | $ 116.90 |

**Hard**

| Cost Per Sq Ft | $ 116.90 |

**Building**

| Cost Per Sq Ft | $ 77.59 |

**ACQUISITION + HARD**

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>$11</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>2/26/2019</td>
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<td>Tenant</td>
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<td>$12</td>
<td>$17</td>
<td>$22</td>
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<tr>
<td>Air Conditioning</td>
<td>Tenant</td>
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<td>$ 8</td>
<td>$12</td>
<td>$15</td>
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<td>Water Heater</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 8</td>
<td>$10</td>
<td>$12</td>
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<tr>
<td>Water</td>
<td>Landlord</td>
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<tr>
<td>Sewer</td>
<td>Landlord</td>
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<tr>
<td>Trash</td>
<td>Landlord</td>
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<tr>
<td>Flat Fee</td>
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<tr>
<td>Other</td>
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</tr>
<tr>
<td><strong>Total Paid by Tenant</strong></td>
<td></td>
<td></td>
<td>$ 0</td>
<td>$43</td>
<td>$56</td>
<td>$70</td>
<td>$ 0</td>
<td></td>
</tr>
</tbody>
</table>

**Other (Describe)**

If a revised form is submitted, date of submission: 2/28/2019
February 26, 2019

Kit Sarai  
Sarah Anderson Consulting  
Austin, TX  
akit@sarahandersonconsulting.com

RE: 2019 HTC Application – proposed site located in Arlington, Texas  
HTC File#: 19319

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 Arlington, 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
<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>Natural Gas</th>
<th>Bottled Gas</th>
<th>Electric Resistance</th>
<th>Electric Heat Pump</th>
<th>Fuel Oil</th>
<th>Electric</th>
<th>Bottled Gas</th>
<th>Electric</th>
<th>Bottled Gas</th>
<th>Electric</th>
<th>Natural Gas</th>
<th>Bottled Gas</th>
<th>Electric</th>
<th>Bottled Gas</th>
<th>Electric</th>
<th>Other Electric</th>
<th>Air Conditioning</th>
<th>Water Heating</th>
<th>Water</th>
<th>Sewer</th>
<th>Trash Collection</th>
<th>Range/Microwave</th>
<th>Refrigerator</th>
<th>Other - specify</th>
<th>Total</th>
<th>Total Allowance (Rounded Up)</th>
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</thead>
<tbody>
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Annual Operating Expenses
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<tr>
<td>Percent of Effective Gross Income:</td>
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<td>Total Payroll, Payroll Tax &amp; Employee Benefits:</td>
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<td>Published Capitalization Rate:</td>
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<td>Annual reserves per unit:</td>
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<td>TDHCA Compliance fees ($40/HTC unit)</td>
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<td>TDHCA Direct Loan Compliance Fees ($34/MDL unit)</td>
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<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - $25/MRB unit)</td>
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<td>Bond Trustee Fees</td>
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<td>Expense per unit:</td>
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<td>Expense to Income Ratio:</td>
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<tr>
<td>Dougherty Mortgage</td>
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<td>MIP</td>
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<td>Debt Coverage Ratio:</td>
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<td>NET CASH FLOW</td>
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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.

#### INCOME

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<th>YEAR 1</th>
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<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<td><strong>POTENTIAL GROSS ANNUAL RENTAL INCOME</strong></td>
<td>$1,211,568</td>
<td>$1,235,799</td>
<td>$1,260,515</td>
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<td>$32,124</td>
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<td><strong>POTENTIAL GROSS ANNUAL INCOME</strong></td>
<td>$1,238,448</td>
<td>$1,263,217</td>
<td>$1,288,481</td>
<td>$1,314,251</td>
<td>$1,340,536</td>
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<td>Provision for Vacancy &amp; Collection Loss</td>
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<td>($94,741)</td>
<td>($96,630)</td>
<td>($98,569)</td>
<td>($100,540)</td>
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#### EXPENSES

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<td><strong>General &amp; Administrative Expenses</strong></td>
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<td>$48,651</td>
<td>$50,111</td>
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#### DEBT SERVICE

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<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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</thead>
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<tr>
<td><strong>CUMULATIVE NET CASH FLOW</strong></td>
<td>$80,335</td>
<td>$165,829</td>
<td>$256,416</td>
<td>$352,026</td>
<td>$452,579</td>
<td>$1,015,575</td>
<td>$1,683,216</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.27</td>
<td>1.31</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 $11.96671 relating to Financial Feasibility)

---

[Signature, Authorized Representative, Construction or Permanent Lender]

[Printed Name, Date]

[Signature, Authorized Representative, Syndicator]

[Printed Name, Date]

2/28/2019

Phone: 214-207-7030
Email: jrogers@doughertymarkets.com
# 15 Year Rental Housing Operating Pro Forma (All Programs)

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

## INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,211,568</td>
<td>$1,235,799</td>
<td>$1,260,515</td>
<td>$1,285,726</td>
<td>$1,311,440</td>
<td>$1,447,936</td>
<td>$1,598,638</td>
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<tr>
<td>Secondary Income</td>
<td>$26,880</td>
<td>$27,418</td>
<td>$27,966</td>
<td>$28,525</td>
<td>$29,096</td>
<td>$32,124</td>
<td>$35,468</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,238,448</td>
<td>$1,263,217</td>
<td>$1,288,481</td>
<td>$1,314,251</td>
<td>$1,340,536</td>
<td>$1,480,060</td>
<td>$1,634,106</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($92,884)</td>
<td>($94,743)</td>
<td>($96,636)</td>
<td>($98,569)</td>
<td>($100,540)</td>
<td>($111,003)</td>
<td>($112,558)</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>$1,145,564</td>
<td>$1,168,476</td>
<td>$1,191,845</td>
<td>$1,215,682</td>
<td>$1,239,996</td>
<td>$1,369,056</td>
<td>$1,511,548</td>
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</tbody>
</table>

## EXPENSES

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$47,234</td>
<td>$48,651</td>
<td>$50,111</td>
<td>$51,614</td>
<td>$53,162</td>
<td>$61,630</td>
<td>$71,446</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$45,823</td>
<td>$46,739</td>
<td>$47,674</td>
<td>$48,628</td>
<td>$49,600</td>
<td>$54,763</td>
<td>$60,462</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$148,661</td>
<td>$153,121</td>
<td>$157,714</td>
<td>$162,446</td>
<td>$167,319</td>
<td>$193,969</td>
<td>$224,863</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$67,200</td>
<td>$69,216</td>
<td>$71,292</td>
<td>$73,431</td>
<td>$75,634</td>
<td>$87,681</td>
<td>$101,646</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,400</td>
<td>$23,072</td>
<td>$23,764</td>
<td>$24,477</td>
<td>$25,211</td>
<td>$29,227</td>
<td>$33,882</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,531</td>
<td>$78,286</td>
<td>$90,755</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$36,998</td>
<td>$38,108</td>
<td>$39,251</td>
<td>$40,429</td>
<td>$41,642</td>
<td>$48,274</td>
<td>$55,963</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$147,274</td>
<td>$151,692</td>
<td>$156,243</td>
<td>$160,930</td>
<td>$165,758</td>
<td>$192,159</td>
<td>$222,765</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$28,000</td>
<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,354</td>
<td>$42,353</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>$4,888</td>
<td>$5,203</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$607,030</td>
<td>$624,783</td>
<td>$643,059</td>
<td>$661,874</td>
<td>$681,244</td>
<td>$787,011</td>
<td>$909,338</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$538,534</td>
<td>$543,639</td>
<td>$548,766</td>
<td>$553,808</td>
<td>$558,752</td>
<td>$582,045</td>
<td>$602,209</td>
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</tbody>
</table>

## DEBT SERVICE

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
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<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>$80,335</td>
<td>$85,494</td>
<td>$90,587</td>
<td>$95,609</td>
<td>$100,553</td>
<td>$123,846</td>
<td>$144,010</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$80,335</td>
<td>$165,829</td>
<td>$256,416</td>
<td>$352,026</td>
<td>$457,579</td>
<td>$611,325</td>
<td>$1,683,216</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.27</td>
<td>1.31</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By signing below, I (we) are certifying that the above 15 Year pro forma, is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §119(c)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Printed Name: ____________________________
Phone: ____________________________
Email: ____________________________
Date: 2/28/19

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

**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>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Off-site concrete</td>
<td>$</td>
<td>$</td>
<td>0 $</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$</td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>$</td>
<td>$</td>
<td>0 $</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$</td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>$</td>
<td>$</td>
<td>0 $</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$</td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>$</td>
<td>$</td>
<td>0 $</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$</td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td>$</td>
<td>$</td>
<td>0 $</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$</td>
</tr>
<tr>
<td>Off-site paving</td>
<td>$ 22,150.00</td>
<td>$ 22150</td>
<td>44,300.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 44,300</td>
</tr>
<tr>
<td>Off-site electrical</td>
<td>$</td>
<td>$</td>
<td>0 $</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
<td>0 $</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$</td>
</tr>
<tr>
<td>Other (grading, striping &amp; signage)</td>
<td>$ 5,100.00</td>
<td>$ 900</td>
<td>6,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$ 6,000</td>
</tr>
<tr>
<td></td>
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<td></td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 50,300</td>
</tr>
</tbody>
</table>

Notes:
1. Cost included in Development Cost Schedule, Acquisition Costs section
2. Cost included in Development Cost Schedule, Indirect Construction Costs Section

Signatures:
- Ronald Salamie, PE
- Signature of Registered Engineer
- Responsible for Budget Justification
- Printed Name: Ronald Salamie
- Date: 03/01/2019
2019 HTC
Full Application

Part 4 Tab 29

Site Work Cost Breakdown
This form must be submitted with the Development Cost Schedule as justification of Site Work costs.

**Column A:** The Site Work activity reflected here must match the Site Work activity reflected in the Development Cost Schedule.

**Columns B and C:** In determining actual construction cost, two different methods may be used:
- The construction costs may be broken into labor (Column B) and materials (Column C) for the activity; or
- The use of unit price (Column B) and the number of units (Column C) data for the activity.

**Column D:** To arrive at total construction costs in Column D:
- If based on labor and materials, add Column B and Column C together to arrive at total construction costs.
- If based on unit price measures, Column B is multiplied by Column C to arrive at total construction costs.

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

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

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

---

**Notes:**
1. Cost included in Development Cost Schedule, Acquisition Costs section
2. Cost included in Development Cost Schedule, site amenity costs

---

### Site Work Cost Breakdown

<table>
<thead>
<tr>
<th>Activity</th>
<th>B. Labor or Unit Price</th>
<th>C. Materials or # of Units</th>
<th>D. Total Construction Costs</th>
<th>E. Acquisition Costs</th>
<th>F. Engineering / Architectural Costs</th>
<th>G. Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$12,150.00</td>
<td>$4,050.00</td>
<td>$16,200.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$16,200</td>
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<tr>
<td>Rough grading</td>
<td>$4,500.00</td>
<td>$1,500.00</td>
<td>$6,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$6,000</td>
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<tr>
<td>Fine grading</td>
<td>$218,850.00</td>
<td>$72,950.00</td>
<td>$291,800.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$291,800</td>
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<tr>
<td>On-site concrete</td>
<td>$30,100.00</td>
<td>$30,100.00</td>
<td>$60,200.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$60,200</td>
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<td>On-site electrical</td>
<td>$21,500.00</td>
<td>$21,500.00</td>
<td>$43,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$43,000</td>
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<tr>
<td>On-site paving</td>
<td>$360,400.00</td>
<td>$360,400.00</td>
<td>$720,800.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$720,800</td>
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<td>On-site utilities</td>
<td>$243,850.00</td>
<td>$243,850.00</td>
<td>$487,700.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
<td>$487,700</td>
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<tr>
<td>Decorative masonry</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
<td>$12,000.00</td>
<td>See Note 1</td>
<td>See Note 2</td>
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<tr>
<td>Other (fence)</td>
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<td>$153,500.00</td>
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<td>See Note 2</td>
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<td><strong>Total</strong></td>
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<td></td>
<td><strong>$1,944,700</strong></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Ronald Salamie  
Printed Name  
2/27/2019  
Date

---

**Signature of Registered Engineer**

---

**$1,621,500 EB amount**
### Development Cost Schedule

This Development Cost Schedule must be consistent with the Summary Sources and Uses of Funds Statement. All Applications must complete the total development cost column and the Tax Payer Identification column. Only HTC applications must complete the Eligible Basis columns and the Requested Credit calculation below:

<table>
<thead>
<tr>
<th>TOTAL DEVELOPMENT SUMMARY</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>Eligible Basis (if Applicable)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acquisition Total</td>
<td>Cost</td>
<td>Acquisition</td>
<td>New/Rehab.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Site acquisition cost</td>
<td>2,350,763</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td>58,769</td>
<td></td>
<td></td>
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<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>
<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>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td><strong>$2,409,532</strong></td>
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<td><strong>$0</strong></td>
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<tr>
<td>Off-Sites</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td></td>
<td></td>
<td></td>
<td></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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Off-site paving</td>
<td>44,300</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Off-site electrical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>grading, striping and signage</td>
<td>6,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
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<tr>
<td><strong>Subtotal Off-Sites Cost</strong></td>
<td><strong>$50,300</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
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<tr>
<td>Site Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Demolition</td>
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<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Detention</td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>Rough grading</td>
<td>6,000</td>
<td>6,000</td>
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<td>291,800</td>
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<tr>
<td>On-site concrete</td>
<td>60,200</td>
<td>60,200</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>On-site electrical</td>
<td>43,000</td>
<td>43,000</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>720,800</td>
<td>720,800</td>
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</tr>
<tr>
<td>On-site utilities</td>
<td>487,700</td>
<td>487,700</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Decorative masonry</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>12,000</td>
<td>12,000</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td><strong>$1,637,700</strong></td>
<td><strong>$0</strong></td>
<td><strong>$1,621,500</strong></td>
<td></td>
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</tr>
<tr>
<td>Site Amenities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>205,500</td>
<td>205,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pool and decking</td>
<td>192,300</td>
<td>192,300</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>36,000</td>
<td>36,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>307,000</td>
<td>307,000</td>
<td></td>
<td></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>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td><strong>$740,800</strong></td>
<td><strong>$0</strong></td>
<td><strong>$740,800</strong></td>
<td></td>
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</tr>
</tbody>
</table>
### 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>881,724</td>
<td>881,724</td>
</tr>
<tr>
<td>Masonry</td>
<td>278,016</td>
<td>278,016</td>
</tr>
<tr>
<td>Metals</td>
<td>147,758</td>
<td>147,758</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,447,620</td>
<td>2,447,620</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>135,369</td>
<td>135,369</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>275,848</td>
<td>275,848</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>502,361</td>
<td>502,361</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,488,441</td>
<td>1,488,441</td>
</tr>
<tr>
<td>Specialties</td>
<td>98,943</td>
<td>98,943</td>
</tr>
<tr>
<td>Equipment</td>
<td>364,824</td>
<td>364,824</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>1,030,110</td>
<td>1,030,110</td>
</tr>
<tr>
<td>Electrical</td>
<td>788,500</td>
<td>788,500</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<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>Detached Community Facilities/Building</td>
<td>333,425</td>
<td>333,425</td>
</tr>
<tr>
<td>Carpors and/or Garages</td>
<td>198,409</td>
<td>198,409</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Structured Parking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

| Subtotal | $8,971,348 | $0 | $8,971,348 |

**Voluntary Eligible Building Costs (After 11.9(e)(2))**: $77.60 psf $8,971,348

If NOT seeking to score points under §11.9(e)(2), E77:E78 should remain BLANK. True eligible building cost should be entered in line items E33:E74. If requesting points under §11.9(e)(2) related to Cost of Development per Square Foot, enter the true or voluntarily limited costs in E77:E78 that produces the target cost per square foot in D77:D78. Enter Requested Score for §11.9(e)(2) at the bottom of the schedule in D202.

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

| TOTAL | $11,349,848 | $0 | $11,333,648 |

**Contingency:** 4.98% $567,492 $567,492

**TOTAL HARD COSTS:**

<table>
<thead>
<tr>
<th>%THC</th>
<th>THC Total</th>
<th>%EHC</th>
<th>EHC Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.78%</td>
<td>691,989</td>
<td>5.81%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>1.93%</td>
<td>230,663</td>
<td>1.94%</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>5.78%</td>
<td>691,989</td>
<td>5.81%</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTOR FEES:**

| TOTAL | $1,614,641 | $0 | $1,614,641 |

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

| TOTAL | $13,582,281 | $0 | $13,515,781 |

Voluntary Eligible "Hard Costs" (After 11.9(e)(2))*: $0.00 psf

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.
<table>
<thead>
<tr>
<th>SOFT COSTS</th>
<th>309,800</th>
<th>309,800</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>87,500</td>
<td>87,500</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>361,210</td>
<td>361,210</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>175,000</td>
<td>175,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>60,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td>121,440</td>
<td>121,440</td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>19,500</td>
<td>19,500</td>
</tr>
<tr>
<td>Appraisal</td>
<td>5,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>8,600</td>
<td>8,600</td>
</tr>
<tr>
<td>Soils report</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Survey</td>
<td>166,000</td>
<td>166,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>140,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td>315,000</td>
<td>315,000</td>
</tr>
<tr>
<td>Personal property taxes</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFE</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Soft Cost $1,839,050 $0 $1,799,050

FINANCING:

<table>
<thead>
<tr>
<th>CONSTRUCTION LOAN(S)</th>
<th>558,928</th>
<th>372,619</th>
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</thead>
<tbody>
<tr>
<td>Interest</td>
<td>123,600</td>
<td>123,600</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>44,000</td>
<td>44,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>39,480</td>
<td>39,480</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Plan and cost review $19,230 $19,230

PERMANENT LOAN(S)

| Loan origination fees | 40,700 |
| Title & recording fees | 60,000 |
| Closing costs & legal | |
| Bond premium | |
| Credit report | |
| Discount points | |
| Credit enhancement fees | 39,500 |

Other (specify) - see footnote 1

BRIDGE LOAN(S)

| Interest | |
| Loan origination fees | |
| Title & recording fees | |
| Closing costs & legal | |
| Other (specify) - see footnote 1 | |

2/28/2019
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Cost Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>68,590</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>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>1,196,545</td>
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</table>

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Cost Description</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>2,227,417</td>
<td>2,217,441</td>
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<tr>
<td><strong>Subtotal Developer Fees</strong></td>
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</table>

#### RESERVES

<table>
<thead>
<tr>
<th>Reserve Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td>158,000</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
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<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>343,649</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>28,000</td>
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<tr>
<td>Replacement - existing reserves*</td>
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<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td>120,000</td>
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</tr>
<tr>
<td>Escrows - existing reserves*</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>649,649</td>
<td>0</td>
</tr>
</tbody>
</table>

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

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td>22,104,474</td>
<td>0</td>
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</tbody>
</table>

The following calculations are for HTC Applications only.

**Deduct From Basis:**

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

#### Total Eligible Basis

- $0 18,533,718

**High Cost Area Adjustment (100% or 130%)**

- 130%

#### Total Adjusted Basis

- $0 24,093,833

#### Applicable Fraction

- 77%

#### Total Qualified Basis

- $18,501,654 0 $18,501,654

#### Applicable Percentage*6

- 9.00%

#### Credits Supported by Eligible Basis

- $1,665,149 0 $1,665,149

### Credit Request (from 17.Development Narrative)

- $1,500,000

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

- 12

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

Name of contact for Cost Estimate: Deepak Sulakhe

Phone Number for Contact: 214-632-1565

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

2/28/2019
## Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amortization Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$</td>
<td>$0</td>
<td>0.00%</td>
<td>30</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>$</td>
<td>$0</td>
<td>0.00%</td>
<td>40</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$</td>
<td>$0</td>
<td>0.00%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Dougherty Mortgage</td>
<td>Conventional/FHA</td>
<td>$7,900,000</td>
<td>$</td>
<td>$7,900,000</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
<td>1st</td>
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<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boston Financial</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$</td>
<td>$13,798,620</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
<td>0.92</td>
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<tr>
<td>Grant</td>
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<tr>
<td>City of Arlington</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td>$</td>
<td>$500</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
<td>0.92</td>
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<tr>
<td>Deferred Developer Fee</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>OM Housing</td>
<td></td>
<td>$405,354</td>
<td>$</td>
<td>$405,354</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
<td>0.92</td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
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<tr>
<td>Direct Loan Match</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td></td>
<td>$16,869,103</td>
<td>$</td>
<td>$22,104,474</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
<td>0.92</td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td></td>
<td>$22,104,474</td>
<td>$</td>
<td>$22,104,474</td>
<td>4.75%</td>
<td>40</td>
<td>40</td>
<td>0.92</td>
</tr>
</tbody>
</table>
**INSTRUCTIONS:** Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

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 $7,900,000 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 Arlington is providing a $500 fee reduction. It is currently estimated that $405,354 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 $343,649, working capital reserves of $158,000, social services escrows of $120,000 and upfront replacement reserves of $128,000.*

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>
<tbody>
<tr>
<td>Telephone:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email address:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/28/2019
2019 HTC
Full Application

Part 4 Tab 32

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))
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.
This Tab is Not Applicable
2019 HTC
Full Application

Part 4 Tab 34

Finance Scoring
### Finance Scoring (for Competitive HTC Applications ONLY)

<table>
<thead>
<tr>
<th>Self Score Total</th>
<th>120</th>
</tr>
</thead>
</table>

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

Name of the Local Political Subdivision providing the funding:

**City of Arlington**

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

Total Points Claimed: **1**

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

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

Total Points Claimed: **18**

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

- Percent of Units restricted to serve households at or below 30% of AMGI **8.04%**
- HTC funding request as a percent of Total Housing Development Cost **6.79%**

**Eligibility for points:**

- [ ] Development Leverages CDBG Disaster Recovery, HOPE VI, RAD or Choice Neighborhood Funding **0**
- Housing Tax Credit Request **3**
- Housing Tax Credit Request **2**
- Housing Tax Credit Request **1**

*Be sure no more than 50% of Developer fees are deferred.*

Total Points Claimed: **3**

2/28/2019
### Supporting Documents Should be Included Behind this Tab

**All Supporting Documents Must Be Consistent with the Sources and Uses**

<table>
<thead>
<tr>
<th></th>
<th>Executed Pro Forma from Permanent or Construction Lender</th>
</tr>
</thead>
<tbody>
<tr>
<td>✔</td>
<td>Letter from lender regarding approval of Principals (consistent with Template)</td>
</tr>
<tr>
<td>✔</td>
<td>Evidence of all Permanent and Construction Financing (term sheets, loan agreements)</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th></th>
<th>Evidence of any Gap Financing, terms included</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evidence of any Owner Contributions, with financial support if required</td>
</tr>
<tr>
<td>✔</td>
<td>Evidence of Equity Financing (HTC applications only)</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
<tr>
<td>✔</td>
<td>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)]</td>
</tr>
<tr>
<td></td>
<td>Evidence of Rental Assistance/Subsidy</td>
</tr>
</tbody>
</table>

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

AT Bardin Housing, LP
5033 Brookview Drive
Dallas, TX 75220

Re: Bardin Apartments (TDHCA #19319)
112 Units under 221(d)(4) New Construction
NWC of Bardin Road and Matlock Road
Arlington, TX 76018

Dear AT Bardin 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: AT Bardin Housing, LP
3. GUARANTOR OF LOAN: Secretary of Housing and Urban Development
4. PROPERTY: Bardin Apartments
   Arlington, TX 76018
5. TERM/AMORTIZATION OF LOAN: 40 years, plus construction period
6. LOAN AMOUNT: $7,900,000 (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: $607,030

12. NET OPERATING INCOME: $538,534

13. DEBT SERVICE: $458,199 (First Lien including MIP)

14. RESERVES REQUIRED Include:
   ON-GOING ANNUAL $28,000 ($250/Unit Minimum)
   WORKING CAPITAL $158,000 (2% of Loan Amount)
   OPERATING DEFICIT $343,649
   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. ASSESMENT OF FEASIBILITY: The attached 15-year pro forma was prepared by AT Bardin Housing, LP for Bardin Apartments located in Arlington, 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 AT Bardin 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 and $500 from the City of Arlington.

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
# 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>
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<tbody>
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<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,211,568</td>
<td>$1,235,799</td>
<td>$1,260,515</td>
<td>$1,285,726</td>
<td>$1,311,440</td>
<td>$1,419,396</td>
<td>$1,598,638</td>
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<tr>
<td>Secondary Income</td>
<td>$26,880</td>
<td>$27,418</td>
<td>$27,966</td>
<td>$28,525</td>
<td>$29,096</td>
<td>$31,242</td>
<td>$35,468</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,238,448</td>
<td>$1,263,217</td>
<td>$1,288,481</td>
<td>$1,314,251</td>
<td>$1,340,536</td>
<td>$1,480,060</td>
<td>$1,634,106</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($92,884)</td>
<td>($94,741)</td>
<td>($96,636)</td>
<td>($98,569)</td>
<td>($100,540)</td>
<td>($111,005)</td>
<td>($122,538)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,145,564</td>
<td>$1,168,476</td>
<td>$1,191,845</td>
<td>$1,215,682</td>
<td>$1,239,996</td>
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<table>
<thead>
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<th>EXPENSES</th>
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<tr>
<td>General &amp; Administrative Expenses</td>
<td>$47,234</td>
<td>$48,651</td>
<td>$50,111</td>
<td>$51,614</td>
<td>$53,162</td>
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<td>Management Fee</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$148,661</td>
<td>$153,121</td>
<td>$157,714</td>
<td>$162,446</td>
<td>$167,319</td>
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<td>Repairs &amp; Maintenance</td>
<td>$67,200</td>
<td>$69,216</td>
<td>$71,292</td>
<td>$73,431</td>
<td>$75,634</td>
<td>$87,681</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$22,400</td>
<td>$23,072</td>
<td>$23,764</td>
<td>$24,477</td>
<td>$25,211</td>
<td>$29,227</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$60,000</td>
<td>$61,800</td>
<td>$63,654</td>
<td>$65,564</td>
<td>$67,531</td>
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<td>Annual Property Insurance Premiums</td>
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<td>$38,108</td>
<td>$39,251</td>
<td>$40,429</td>
<td>$41,642</td>
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<tr>
<td>Property Tax</td>
<td>$147,274</td>
<td>$151,692</td>
<td>$156,243</td>
<td>$160,930</td>
<td>$165,758</td>
<td>$192,159</td>
<td>$222,765</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$28,000</td>
<td>$28,840</td>
<td>$29,705</td>
<td>$30,596</td>
<td>$31,514</td>
<td>$36,534</td>
<td>$42,353</td>
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<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>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$607,030</td>
<td>$624,783</td>
<td>$643,059</td>
<td>$661,874</td>
<td>$681,244</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$538,534</td>
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<td>$551,877</td>
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<td>$592,045</td>
<td>$602,209</td>
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</table>

<table>
<thead>
<tr>
<th>DEBT SERVICE</th>
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<th></th>
<th></th>
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<tbody>
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<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
<td>$438,449</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td>19,750</td>
<td>19,750</td>
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<td>19,750</td>
<td>19,750</td>
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<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td>19,750</td>
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<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
<td>19,750</td>
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<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>$80,335</td>
<td>$85,494</td>
<td>$90,587</td>
<td>$95,609</td>
<td>$100,553</td>
<td>$123,846</td>
<td>$144,010</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$80,335</td>
<td>$165,829</td>
<td>$258,416</td>
<td>$352,026</td>
<td>$452,379</td>
<td>$1,015,575</td>
<td>$1,683,216</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.18</td>
<td>1.19</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.27</td>
<td>1.31</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
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<tr>
<td>Other (Describe)</td>
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</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 ratios based on the banks 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

Jeffrey L. Rogers
Printed Name: 227-19
Date: 2/27-19
Phone: 214-207-7030
Email: jrogers@doughertymarkets.com

Signature, Authorized Representative, Syndicator

If a revised form is submitted, date of submission: 2/28/2019
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).

### Schedule of Sources of Funds and Financing Narrative

**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 $7,900,000 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 Arlington is providing a $500 fee reduction. It is currently estimated that $405,354 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 $343,649, working capital reserves of $158,000, social services escrows of $120,000 and upfront replacement reserves of $128,000.

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.

---

**Table:** Schedule of Sources of Funds and Financing Narrative

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ - 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>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$ - 0.00%</td>
<td>0</td>
</tr>
<tr>
<td>Dougherty Mortgage</td>
<td>Conventional/FHA</td>
<td>$7,900,000 4.75% 1st</td>
<td>$7,900,000 4.75% 40</td>
<td>40</td>
</tr>
</tbody>
</table>

**Total Sources of Funds:** $16,869,103

**Total Uses of Funds:** $22,104,474

---

**Other**

- **Direct Loan Match**

---

**Debt**

- **TDHCA**
  - MF Direct Loan Const. to Perm. (Repayable)
  - Loan/Equity Amount: $0
  - Interest Rate: 0.00%
  - Permanent Period: 30 years
  - Syndication Rate: 0.00%

- **TDHCA**
  - MF Direct Loan Const. Only (Repayable)
  - Loan/Equity Amount: $0
  - Interest Rate: 0.00%
  - Permanent Period: 0 years
  - Syndication Rate: 0.00%

- **TDHCA**
  - Multifamily Direct Loan (Soft Repayable)
  - Loan/Equity Amount: $0
  - Interest Rate: 0.00%
  - Permanent Period: 0 years
  - Syndication Rate: 0.00%

- **TDHCA**
  - Mortgage Revenue Bond
  - Loan/Equity Amount: $0
  - Interest Rate: 0.00%
  - Permanent Period: 0 years
  - Syndication Rate: 0.00%

---

**Third Party Equity**

- **Boston Financial**
  - HTC
  - Loan/Equity Amount: $1,500,000
  - Interest Rate: 0.00%
  - Permanent Period: 1st
  - Syndication Rate: 0.00%

---

**Grant**

- **City of Arlington**
  - §11.9(d)(2) LPS Contribution
  - Loan/Equity Amount: $500
  - Interest Rate: 0.00%
  - Permanent Period: 0 years
  - Syndication Rate: 0.00%

---

**Deferred Developer Fee**

- **OM Housing**
  - Loan/Equity Amount: $405,354
  - Interest Rate: 0.00%
  - Permanent Period: 0 years
  - Syndication Rate: 0.00%

---

**Total Sources of Funds:** $16,869,103

**Total Uses of Funds:** $22,104,474

**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.

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By signing below I acknowledge that the amounts and terms of all anticipated sources of funds as stated above are consistent with the assumptions of my institution as one of the providers of funds.

Jeffrey L. Rogers 2-27-19

Signature, Authorized Representative, Construction or Permanent Lender

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: Bardin Apartments
Arlington, TX

Dear Deepak:

Thank you for giving us the opportunity to present an initial proposal for an equity placement for Bardin Apartments (the “Property”). The Property will consist of 112 units for family tenants located in Arlington, Texas. Financing is projected to come from Federal tax credit equity of approximately $13,798,620, an FHA mortgage of $7,900,000 and a $500 grant from the City of Arlington. 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

<table>
<thead>
<tr>
<th>Percent Paid</th>
<th>Amount Paid</th>
<th>Conditions</th>
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<tbody>
<tr>
<td>25%</td>
<td>$3,449,655</td>
<td>Initial Closing</td>
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<tr>
<td>20%</td>
<td>$2,759,724</td>
<td>50% Completion</td>
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<tr>
<td>20%</td>
<td>$2,759,724</td>
<td>100% Completion</td>
</tr>
<tr>
<td>20%</td>
<td>$2,759,724</td>
<td>Final Closing</td>
</tr>
<tr>
<td>10%</td>
<td>$1,379,862</td>
<td>Stabilization</td>
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<tr>
<td>5%</td>
<td>$689,931</td>
<td>Receipt of 8609’s</td>
</tr>
<tr>
<td>100%</td>
<td>$13,798,620</td>
<td></td>
</tr>
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## 15 Year Rental Housing Operating Pro Forma (All Programs)

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

### INCOME

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
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<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,211,568</td>
<td>$1,235,799</td>
<td>$1,260,515</td>
<td>$1,285,726</td>
<td>$1,311,440</td>
<td>$1,447,936</td>
<td>$1,598,638</td>
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<tr>
<td>Secondary Income</td>
<td>$26,880</td>
<td>$27,418</td>
<td>$27,966</td>
<td>$28,525</td>
<td>$29,096</td>
<td>$32,124</td>
<td>$35,468</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,238,448</td>
<td>$1,263,217</td>
<td>$1,288,481</td>
<td>$1,314,251</td>
<td>$1,340,536</td>
<td>$1,480,060</td>
<td>$1,634,106</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($92,884)</td>
<td>($94,743)</td>
<td>($96,636)</td>
<td>($98,569)</td>
<td>($100,540)</td>
<td>($111,003)</td>
<td>($122,558)</td>
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<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,145,564</td>
<td>$1,168,476</td>
<td>$1,191,845</td>
<td>$1,215,682</td>
<td>$1,239,996</td>
<td>$1,369,056</td>
<td>$1,511,548</td>
</tr>
</tbody>
</table>

### EXPENSES

- **General & Administrative Expenses**: $47,234, $48,651, $50,111, $51,614, $53,162, $61,630, $71,446
- **Management Fee**: $45,823, $46,739, $47,674, $48,628, $49,600, $54,763, $60,462
- **Payroll, Payroll Tax & Employee Benefits**: $148,661, $153,121, $157,714, $162,446, $167,319, $193,969, $224,863
- **Electric & Gas Utilities**: $22,400, $23,072, $23,764, $24,477, $25,211, $29,227, $33,887
- **Water, Sewer & Trash Utilities**: $60,000, $61,800, $63,654, $65,564, $67,531, $78,286, $90,755
- **Annual Property Insurance Premiums**: $36,998, $38,108, $39,251, $40,429, $41,642, $48,274, $55,963
- **Property Tax**: $147,274, $151,692, $156,243, $160,930, $165,758, $192,159, $222,765
- **Reserve for Replacements**: $28,000, $28,840, $29,705, $30,596, $31,514, $36,334, $42,353
- **Other Expenses**: $3,440, $3,543, $3,649, $3,759, $3,872, $4,488, $5,203

**TOTAL ANNUAL EXPENSES**: $507,030, $524,783, $543,059, $561,874, $561,244, $578,011, $590,338

**NET OPERATING INCOME**: $538,534, $543,693, $548,786, $553,808, $558,752, $582,045, $602,209

### DEBT SERVICE

- **First Deed of Trust Annual Loan Payment**: $438,449, $438,449, $438,449, $438,449, $438,449, $438,449, $438,449
- **Second Deed of Trust Annual Loan Payment**: $19,750, $19,750, $19,750, $19,750, $19,750, $19,750, $19,750
- **Third Deed of Trust Annual Loan Payment**: $19,750, $19,750, $19,750, $19,750, $19,750, $19,750, $19,750
- **Other Annual Required Payment**: $19,750, $19,750, $19,750, $19,750, $19,750, $19,750, $19,750

**ANNUAL NET CASH FLOW**: $80,335, $85,494, $90,587, $95,609, $100,553, $123,846, $144,010

**CUMULATIVE NET CASH FLOW**: $80,335, $165,829, $256,416, $352,026, $452,579, $513,325, $653,316

**Debt Coverage Ratio**: 1.18, 1.19, 1.20, 1.21, 1.22, 1.27, 1.31

### By signing below I (we) are certifying that the above 15 Year pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on the bank's current underwriting parameters and consistent with the loan terms indicated in the term sheet and preliminarily considered feasible pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio. (Signature only required if using this pro forma for points under §119(e)(1) relating to Financial Feasibility)

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature, Authorized Representative, Syndicator</td>
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Printed Name:
Phone:
Email:
Date: 2/28/19

If a revised form is submitted, date of submission:

2/28/2019
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<td></td>
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<td>Interest Rate</td>
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<tr>
<td></td>
<td></td>
<td>Interest Rate (%)</td>
<td>Interest Rate (%)</td>
<td>Amort -</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>ization (Yrs)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Syndication</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rate</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
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<td>1st</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1st</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Boston Financial</td>
<td>HTC $1,500,000</td>
<td>$8,969,103</td>
<td>$13,798,620</td>
<td>0.92</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Arlington</td>
<td>$11.9(d)(2)LPS Contribution</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>OM Housing</td>
<td>$405,354</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$16,869,103</td>
<td>$22,104,474</td>
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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: STEVEN A. NAHLITAN

Date: 2/28/11

Telephone: (617) 981-3524

Email address: steven.nahlitana@bfu.com

If a revised form is submitted, date of submission: __________________________
Supporting Documents:
Funding from Local Government
February 28, 2019

Ms. Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
P.O. BOX 13941  
Austin, TX 78711-3941

RE: Commitment of Development Funding by City of Arlington – Contribution to Bardin Apartments (TDHCA #19319)

Dear Ms. Holloway,

I can confirm that I am the local government official with appropriate jurisdiction over the proposed community to confirm that the City Council has issued a resolution of support for the proposed community. Additionally, the City wishes for the applicant to receive 1 point for local political subdivision funding as part of their application and, as a resulted, has voted to contribute a reduction in fees with a value of $500.00 for the benefit of the proposed development. The City will provide these funds 60 days after an approved building permit has been issued for the proposed development.

Sincerely,

Signature: [Signature]
Name: Alex Busken
Title: City Secretary
Resolution No. 19-048

A resolution supporting the application of AR Bardin Housing, LP to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 4600 Matlock Road, in Arlington, Texas, to be named Bardin Apartments

WHEREAS, AR Bardin Housing, LP has proposed a development of affordable rental housing at 4600 Matlock Road, Arlington, Tarrant County, Texas, to be named Bardin Apartments; and

WHEREAS, AR Bardin Housing, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Bardin Apartments; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Bardin Apartments, Application #19319, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 19, 2019.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Bardin Apartments development.

IV.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 19th day of February, 2019, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor
2019 HTC
Full Application

Part 4 Tab 35

Supporting Documents:
Rental Assistance

NA
2019 HTC
Full Application

Part 5 Tab 36

Sponsor Characteristics
Pursuant to §11.9(b)(2) of the Qualified Allocation Plan, an Application may qualify to receive up to two (2) points provided the ownership structure meets one of the following requirements in parts 1 OR 2 below:

1. **Application is attempting to score as a Qualified Nonprofit or certified HUB with ownership interest and material participation and meets the criteria below:**

   - **No** If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside
   - **Yes** If attempting to score as a certified HUB, evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab
   - **Yes** The Qualified Nonprofit or certified HUB has some combination of ownership interest, cash flow from operations, and developer fee which taken together equal at least 50% and no less than 5% for any category.

     **Ownership Interest:** 100.00%
     **Cash flow from operations:** 100.00%
     **Developer Fee:** 100.00%

     **Total:** 300.00%  (Must equal at least 50% regardless of structure)

   - **Yes** The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.

   - **Yes** A detailed narrative describing how that material participation will be achieved is included.

   - **Yes** The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.

   - **Yes** A detailed narrative describing experience in each category is included.

   - **Yes** Mark all that apply

     - Property Management
     - Construction
     - Development
     - Financing
     - Compliance

   - **Yes** No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

   - **Yes** Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

   **Points Claimed:** 2

2. **Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:**

   - **Yes** A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   - **Yes** A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   - **Yes** 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
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/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

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

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

---

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

Certificate/VID Number: 1202392056900  
File/Vendor Number: 52284  
Approval Date: 3/21/2018  
Scheduled Expiration Date: 3/21/2022

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/tpasscmblsearch/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.
Owner, Developer, and Guarantor Org Charts
**Owner and Developer Organization Charts**

*Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.*

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

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

In the case of:

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

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

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

**Org. Chart Example:**

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

Information about Organizations that will own or control the Applicant or other related organizations will be provided in the List of Organizations with an Ownership Special Interest in the Applicant form.

If a revised chart is submitted, include the date of submission!
Organizational Chart -- Ownership Entity

AT Bardin Housing, LP

AT Bardin Development, LLC
.01% General Partner

OM Housing, LLC
A Texas HUB
100% Owner

Deepak P. Sulakhe
Managing Member
100% Owner
Ability to Exercise Control

SLP
.01% Limited Partner

Syndicator
99.98% Limited Partner
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 or remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must a organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive a portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Name Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts)

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

<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>AT Bardin Housing, LP</th>
<th>Address:</th>
<th>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>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>TBD</td>
<td>Legal Org is or will be: Limited Partnership</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(214) 432-7610</td>
<td>Email: <a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Org. 1

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>AT Bardin Development, LLC</th>
<th>Role/Title</th>
<th>General Partner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>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 AT Bardin Housing, LP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>TBD</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>2144327610</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. OM Housing, LLC</td>
<td>TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. NA</td>
<td>TDHCA Experience:</td>
<td></td>
<td></td>
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<tr>
<td>3. NA</td>
<td>TDHCA Experience:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. OM Housing, LLC</td>
<td>TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. NA</td>
<td>TDHCA Experience:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. NA</td>
<td>TDHCA Experience:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Org. 1.1

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>OM Housing, LLC</th>
<th>Role/Title</th>
<th>Managing Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>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% AT Bardin Development, LLC; 100% Developer; 100% Guarantor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Yes</td>
<td>Date formed:</td>
<td>8/17/2005</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Yes</td>
<td>Phone:</td>
<td>2144327610</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Deepak P. Sulakhe</td>
<td>TDHCA Experience: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. NA</td>
<td>TDHCA Experience:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. NA</td>
<td>TDHCA Experience:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. NA</td>
<td>TDHCA Experience:</td>
<td></td>
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</tr>
<tr>
<td>5. NA</td>
<td>TDHCA Experience:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. NA</td>
<td>TDHCA Experience:</td>
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### Org.

<table>
<thead>
<tr>
<th>Organization Legal Name:</th>
<th>NA</th>
<th>Role/Title</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
<td>City:</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>Date formed:</td>
<td>Legal Org is or will be:</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>Phone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Organization is identified on Org. Chart:</td>
<td>Ability to exercise Control over the Development?</td>
<td></td>
</tr>
<tr>
<td>List of Sub-Entities or Principals:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>TDHCA Experience:</td>
<td></td>
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<tr>
<td>5.</td>
<td>NA</td>
<td>TDHCA Experience:</td>
</tr>
<tr>
<td>6.</td>
<td>TDHCA Experience:</td>
<td></td>
</tr>
</tbody>
</table>
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: | AT Bardin Housing, LP  
|             | AT Bardin Development, LLC |
| Email Address: | dsulakhe@omhousing.com |
| City & State of Home Addr: | Dallas, TX |
| Applicant Legal Name: | AT Bardin 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>NA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

- By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSBG</td>
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<td></td>
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<tr>
<td>LIHEAP</td>
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<table>
<thead>
<tr>
<th>HOME:</th>
<th>CFDC</th>
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<th>TBRA</th>
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<tr>
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<table>
<thead>
<tr>
<th>HTF/OCl:</th>
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<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
<th>NSP</th>
</tr>
</thead>
</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  
Deepak P. Sulahke

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>
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<th>HBA</th>
<th>PWD</th>
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</table>

<table>
<thead>
<tr>
<th>HTF/OCI:</th>
<th>AYBR</th>
<th>Bootstrap</th>
<th>CFDC</th>
<th>Self-Help</th>
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<tbody>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other:</th>
<th></th>
<th></th>
<th></th>
<th>NSP</th>
</tr>
</thead>
</table>
2019 HTC
Full Application

Part 5 Tab 40

Nonprofit Participation

NA
2019 HTC
Full Application

Part 5 Tab 41

Nonprofit Support Documentation

NA
2019 HTC
Full Application

Part 5 Tab 42

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>OM Housing, LLC</th>
<th>Deepak P. Sulakhe</th>
<th>(214) 432-7610</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td>TBD</td>
<td>20-2392056</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

### Housing General Contractor:

<table>
<thead>
<tr>
<th>Sun Construction Company</th>
<th>Deepak P. Sulakhe</th>
<th>(214) 432-7610</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td>TBD</td>
<td>80-0900707</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
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</table>

### Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Sun Construction Company</th>
<th>Deepak P. Sulakhe</th>
<th>(214) 432-7610</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td>TBD</td>
<td>80-0900707</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

### Cost Estimator:

<table>
<thead>
<tr>
<th>Sun Construction Company</th>
<th>Deepak P. Sulakhe</th>
<th>(214) 432-7610</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dsulakhe@omhousing.com">dsulakhe@omhousing.com</a></td>
<td>TBD</td>
<td>80-0900707</td>
</tr>
<tr>
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</table>

### Architect:

<table>
<thead>
<tr>
<th>BGO Architects</th>
<th>John Owens</th>
<th>(214) 520-8878</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:buzowens@bgoarchitects.com">buzowens@bgoarchitects.com</a></td>
<td>TBD</td>
<td>7512465492.00</td>
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### Engineer:

<table>
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<tr>
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<th>Phone</th>
<th>Email</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Sandy Stephens</td>
<td>(972) 624-6000</td>
<td><a href="mailto:sandy.stephens@coletx.com">sandy.stephens@coletx.com</a></td>
<td>43-1563556</td>
</tr>
<tr>
<td>No</td>
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<td>2/28/2019</td>
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### Civil Engineer:

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</tr>
</thead>
<tbody>
<tr>
<td>Sandy Stephens</td>
<td>(972) 624-6000</td>
<td><a href="mailto:sandy.stephens@coletx.com">sandy.stephens@coletx.com</a></td>
<td>43-1563556</td>
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<tr>
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### Market Analyst:

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<tr>
<td>Darrell Jack</td>
<td>(210) 530-0040</td>
<td><a href="mailto:djack@stic.net">djack@stic.net</a></td>
<td>20-3964998</td>
</tr>
<tr>
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### Appraiser:

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<tbody>
<tr>
<td>Robin Schmehl</td>
<td>(512) 305-4700</td>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
<td>74-1164324</td>
</tr>
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### Attorney:

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<tbody>
<tr>
<td>Cynthia Bast</td>
<td>(512) 305-4700</td>
<td><a href="mailto:cbast@lockelord.com">cbast@lockelord.com</a></td>
<td>74-1164324</td>
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### Accountant:

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<tbody>
<tr>
<td>Robin Schmehl</td>
<td>(410) 783-7440</td>
<td><a href="mailto:robin.schmehl@cohnreznick.com">robin.schmehl@cohnreznick.com</a></td>
<td>74-1164324</td>
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<tr>
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**Property Manager:**

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<tr>
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<tr>
<td>Alpha-Barnes Real Estate Services</td>
<td>(972) 735-2817</td>
</tr>
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<table>
<thead>
<tr>
<th>Contact Name</th>
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<tbody>
<tr>
<td>Michael Clark</td>
<td>(972) 735-2817</td>
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<tr>
<td><a href="mailto:mclark@alpha-barnes.com">mclark@alpha-barnes.com</a></td>
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Certified Texas HUB? Yes

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

**Originator of Underwriter:**

<table>
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<tr>
<td>Dougherty Mortgage, LLC</td>
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<table>
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<tr>
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<tr>
<td>Jeff Rogers</td>
<td>(972) 735-2817</td>
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<tr>
<td><a href="mailto:jrogers@doughertymarkets.com">jrogers@doughertymarkets.com</a></td>
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Certified Texas HUB? Yes

This is a direct or indirect, financial, or other interest with Applicant or other team members* Yes

**Bond Issuer:**

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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No

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<tr>
<td>Boston Financial Investment Management</td>
<td>(617) 439-3911</td>
</tr>
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<table>
<thead>
<tr>
<th>Contact Name</th>
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<tr>
<td>Steven A. Napolitano</td>
<td>(617) 439-3911</td>
</tr>
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Certified Texas HUB? No

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Certified Texas HUB? No

This is a direct or indirect, financial, or other interest with Applicant or other team members* No
<table>
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<tr>
<th>Title Company</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>Stewart Title</td>
<td>Carol Erick</td>
<td>(214) 473-5414</td>
</tr>
<tr>
<td><a href="mailto:carol.erick@stewart.com">carol.erick@stewart.com</a></td>
<td>TBD</td>
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<tbody>
<tr>
<td>S. Anderson Consulting</td>
<td>Alyssa Carpenter</td>
<td>(512) 789-1295</td>
</tr>
<tr>
<td><a href="mailto:ajcarpen@gmail.com">ajcarpen@gmail.com</a></td>
<td>TBD</td>
<td>46-2-15199</td>
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<tbody>
<tr>
<td>Phase Engineering</td>
<td>Ruben Jauregui, Jr.</td>
<td>(713) 476-9844</td>
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<tr>
<td><a href="mailto:ruben@PhaseEngineering.com">ruben@PhaseEngineering.com</a></td>
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</table>
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.
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, architeezt, or accessibility specialist.

By: [Signature]

Date: [Signature]

Printed Name: [Signature]

License Number and State: [Signature]

Firm Name (If applicable): [Signature]
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]

[Printed Name]
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.

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<th>Required %</th>
<th>Calculated Units</th>
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<th>Units Proposed</th>
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<tbody>
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<tr>
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<td>20</td>
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<tr>
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<tr>
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<td></td>
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<td>5.6</td>
<td>5.6</td>
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*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>
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<tbody>
<tr>
<td>Unit Description</td>
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<tr>
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<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></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td>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]

[Firm Name (If applicable)]

2/28/2019
# Accessible Hearing/Visual Units Calculation

Include this worksheet in the Application (or a signed and certified worksheet provided by your accessibility professional that 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></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>112</td>
<td>2%</td>
<td>0</td>
<td>0</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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/1</td>
<td>68</td>
<td>2%</td>
<td>1.36</td>
<td>2</td>
<td>2</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>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>2%</td>
<td>0</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>1.36</td>
<td>3</td>
<td></td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Date: 28 FEB 19

Printed Name: [Printed Name]

Firm Name (If applicable): [Firm Name]

2/28/2019
Accessible Parking Calculation

Although Fair Housing Standards may apply in unusual circumstances, ADA Standards typically determine the required number of Accessible Parking Spaces (APSs). This worksheet is intended to handle typical (ADA) cases, where all parking spaces are within a single parking lot. However, it might be possible to determine the APS requirements of multiple lots (or facilities) by completing this same worksheet for each of the lots. The worksheet might also be usable for Developments with less than one parking space to serve each dwelling unit, by filling in the information on page one, bypassing inapplicable spaces in the first section of page two, and completing the second section of page two, "Distribution of APSs Among the Various Types of Parking", referencing ADA Table 208.2. In unique cases where Fair Housing applies, or where this worksheet cannot be applied, create a certification specifying the types and numbers of the parking spaces applicable, including standard and accessible parking for dwelling units and amenities (e.g., office, mail kiosk, laundry, dumpster, pool, playground, etc., collectively, "amenities"), and for each type of parking facility, e.g., surface spaces, carports, garages, etc., for staff review. Links to the applicable accessibility rules are provided below.


## Accessible Parking for Facilities and Amenities

Determining the number of APSs that serve the dwelling units requires accounting for APSs that do not serve dwelling units. In the yellow spaces below, identify the individual amenities served by an APS. Groups of amenities in close proximity typically are allowed to share a single APS. If groups of amenities share one APS (or APSs), identify each such group. In the yellow space to the right of each of these identifications, state the number of APSs designated to serve the amenity or group identified. If parking is provided near dumpsters, at least 1 dumpster must have an APS. The total of these APSs will be subtracted from the total of all types of parking spaces to determine the number of parking spaces that serve the dwelling units and the APSs required for the dwelling units.

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>[ ]</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 APS where they 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 garages: 71
Total parking spaces of all types: 47

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, garages, 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 garages 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

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

Signature: [Signature]
Printed Name: [Printed Name]
Date: 2/9/19
Firm Name (if applicable): [Firm Name]
Evidence of Experience Must be Provided Behind this Tab

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

Evidence of experience behind this tab includes:

- 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.

2/28/2019
2019 HTC
Full Application

Part 5 Tab 44

Experience Certificate
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,

Cameron F. 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).

<table>
<thead>
<tr>
<th>Part I. Applicant Credit Limit Documentation</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AT Bardin Housing, LP</td>
<td>No</td>
</tr>
<tr>
<td>2. AT Bardin Development, LLC</td>
<td>No</td>
</tr>
<tr>
<td>3. OM Housing, LLC</td>
<td>Yes</td>
</tr>
<tr>
<td>4. Deepak P. Sulakhe</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td></td>
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<tr>
<td>6.</td>
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<td>7.</td>
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<td>8.</td>
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<td>9.</td>
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<td>15.</td>
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<td>18.</td>
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<td>19.</td>
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<td>23.</td>
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<td>24.</td>
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<td>26.</td>
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<td>27.</td>
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<tr>
<td>28.</td>
<td></td>
</tr>
<tr>
<td>29.</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
</tr>
</tbody>
</table>

Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part I b. above.

By: [Signature of Applicant]  2/19/19  Its: [President]  2/15/2019
Part II. Credit Limit Certification

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

Name and role of Person or Entity completing this form: [ ] OM Housing, LLC

Which is:

- [x] the Applicant (Entity that generally manages or controls the "Applicant," i.e. General Partner, Managing Partner, etc.)
- [ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant
- [ ] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 [ ] 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)

OM Housing, LLC

Printed Name

[Date]

2/15/2019
Part II. Credit Limit Certification

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

Name and role of Person or Entity completing this form: 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
- [X] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [X] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
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<tbody>
<tr>
<td>Hammack Creek Apartments</td>
<td>3</td>
<td>Kennedale</td>
<td>100.00%</td>
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</tr>
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<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 Committee.

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: Deepak P. Sulakhe

Date: 2/19/19

Signature of Applicant, Developer, Affiliate or Guarantor (as appropriate)
2019 HTC
Full Application

Part 6 Tab 46

Community Input Scoring Items
**Community Input Scoring Items**

**TDHCA#: 19319**

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.**
     
     **City of Arlington**

     **Name of Local Government Body**

     **Name of Local Government Body (if applicable)**

     **Note that resolutions are due March 1, 2019**

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. Mission Arlington/Mission Metroplex**

     **Name of Community Organization**

     **Tillie Burgin**

     **Contact Name**

     **Support**

     **Opposition**

   **B. Meals on Wheels of Tarrant County**

     **Name of Community Organization**

     **Steven R. Cook**

     **Contact Name**

     **Support**

     **Opposition**

   **C. US India Chamber of Commerce DFW**

     **Name of Community Organization**

     **Neel Gonuguntla**

     **Contact Name**

     **Support**

     **Opposition**

   **D.**

     **Name of Community Organization**

     **Contact Name**

     **Support**

     **Opposition**

   **E.**

     **Name of Community Organization**

     **Contact Name**

     **Support**

     **Opposition**

   **F.**

     **Name of Community Organization**

     **Contact Name**

     **Support**

     **Opposition**

2/28/2019
2019 HTC
Full Application

Part 6 Tab 46

Local Government Support Resolution
Resolution No. 19-048

A resolution supporting the application of AR Bardin Housing, LP to the Texas Department of Housing and Community Affairs for Housing Tax Credits for the development of affordable rental housing at 4600 Matlock Road, in Arlington, Texas, to be named Bardin Apartments

WHEREAS, AR Bardin Housing, LP has proposed a development of affordable rental housing at 4600 Matlock Road, Arlington, Tarrant County, Texas, to be named Bardin Apartments; and

WHEREAS, AR Bardin Housing, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for Bardin Apartments; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City of Arlington, acting through its governing body, hereby confirms that it supports the proposed Bardin Apartments, Application #19319, and that this formal action has been taken to put on record the opinion expressed by the City of Arlington on February 19, 2019.

III.

Further, the City of Arlington will provide development support in the amount of $500 towards the Bardin Apartments development.

IV.

Further, that for and on behalf of the Governing Body, the City Secretary or his designee is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PRESENTED AND PASSED on this the 19th day of February 2019, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor
ATTEST:

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY
2019 HTC
Full Application

Part 6 Tab 46

Support from State Representative
February 28, 2019

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

Re: Bardin Apartments (TDHCA#: 19319)

Dear Mr. Cervantes:

I want to express my support of the proposed Bardin Apartments multi-family development. I am always pleased to learn of new investments in my district that will continue to contribute to the vitality of the area.

OM housing has applied to your department for Housing Tax Credits to assist in their developments at 4600 Matlock Rd Arlington, TX 76018.

I believe that this housing will be extremely beneficial to my district and I would like to give my support for these efforts. I hope that you and the TDHCA Board will look favorably upon their application.

Regards,

[Signature]

Representative Tony Tinderholt
State Representative
District 94
2019 HTC Full Application

Part 6 Tab 46

Input from Community Organizations
February 7, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Bardin Apartments (TDHCA#: 19319)

Dear Sharon:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 19319, Bardin Apartments, to be located at 4600 Matlock Rd, south of E. Interstate 20, in Arlington, TX 76018.

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 this community for 32 years, and know the needs of Arlington 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 Matlock Road, and provide housing that is affordable to citizens of modest means, which we believe that this development will help meet that need.

Sincerely,

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.

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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](image1)

![Downtown Fort Worth, Texas, in 2015](image2)

AT&T Stadium in Arlington

<table>
<thead>
<tr>
<th>Country</th>
<th>United States</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>Texas</td>
</tr>
</tbody>
</table>

**Principal cities**

- Dallas
- Fort Worth
- Arlington
- Plano
- Garland
- Irving
- McKinney

[https://en.wikipedia.org/wiki/Dallas%E2%80%93Fort_WorthMetroplex#Metroplex_counties](https://en.wikipedia.org/wiki/Dallas%E2%80%93Fort_WorthMetroplex#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: Bardin Apartments (TDHCA#: 19319)

Dear Sharon:

I am writing this letter to voice my support for TDHCA Tax Credit Application #19319, Bardin Apartments, to be located at 4600 Matlock Rd, south of E. Interstate 20, in Arlington, TX 76018.

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,

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.

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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
“I was just eating icing on graham crackers for lunch to keep my blood sugar up, but now with Meals On Wheels blessing my mind, my memory and confusion are so much better with good food for my mind and body!”

“Thank you so much for Meals On Wheels. My cholesterol is down (the bad down and the good up) for the first time in 20 years!”

“The food is good. I love the ones who make it possible for me to have it. I do not know what I would do without it.”

---

**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

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**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.

Each client is assigned a professional case manager who continually assesses the client’s needs, coordinates services, and advocates for the client with outside agencies.

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.
January 23, 2019

TDHCA
Sharon Gamble
221 East 11th Street
Austin, TX 78701

RE: Bardin Apartments (TDHCA#: 19319)

Dear Sharon:

I am writing this letter to voice my support for TDHCA Tax Credit Application # 19319, Bardin Apartments, to be located at 4600 Matlock Rd, south of E. Interstate 20, in Arlington, TX 76018.

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

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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 USECOC 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

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:

*HWGLUHFWLRQV*

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 ensure 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, Automotive Parts, and Infrastructure Development.

MORE ARTICLES...

- Young Entrepreneurs and Professionals Initiative
- Young Entrepreneurs and Professionals Initiative
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

**Metropolitan Statistical Area**

- Downtown Dallas, Texas in March 2009
- Downtown Fort Worth, Texas in June 2010
- AT&T Stadium in Arlington

<table>
<thead>
<tr>
<th>Country</th>
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<table>
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<table>
<thead>
<tr>
<th>Highest elevation</th>
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<tbody>
<tr>
<td>1,368 ft (417 m)</td>
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</tbody>
</table>
Origin of the term

A portmanteau of metropolis and complex, the term metropolis 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).[12] 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.[13]
2019 HTC
Full Application

Part 7 Tab 47

Third Party Reports
1. **Environmental Site Assessment (ESA) (All Multifamily Applications)**
   
   **Prepared by:** Phase Engineering  
   **Date of Report:** 2/25/2019

   - [X] Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.
   - [X] If the above box is checked, a statement is provided behind this tab signed by the Development Owner, that certifies the Development Owner will comply with any and all recommendations made by the ESA preparer.
   - Development is funded by USDA and is not required to supply an ESA.

2. **Environmental Clearance (Section 811 PRA and Direct Loan applications only)**

   All Applications selecting Points for Section 811 PRA Program participation under the Competitive HTC program or Direct Loans must review the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and provide adequate material to meet the tenets. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of the Section 811 PRA Program.

   All Applications for Direct Loans by the Department must complete an environmental clearance process in accordance with 24 CFR Parts 50 and 58 prior to engaging in choice limiting activities such as closing on land, loans, beginning demolition or construction activities, or entering into construction contracts. A Phase I Environmental Site Assessment (ESA) will not satisfy the environmental clearance required for use of Multifamily Direct Loan funds.

   - [ ] 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.
   - [ ] Application has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.
   - [ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58.
   - [ ] Documentation of HUD Environmental Clearance is included behind this tab.
   - [ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.
   - [ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan.
   - [ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:

     - **Name of Firm:**
     - **Contact Person:**
     - **Contact Telephone:**
     - **Email:**

3. **Primary Market Area Map**

   - [X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.

   **Prepared by:** Apartment MarkData  
   **Date of Report:** TBD

   **Development Site Location:**
   - Longitude: -97.117098
   - Latitude: 32.671594

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:** Cole Engineers  
   **Date of Report:** 2/27/2019
2019 HTC
Full Application

Part 7 Tab 47

ESA Statement
Per the ESA prepared for Bardin Apartments, AT Bardin Housing, LP certifies that it will comply with any and all recommendations made by the ESA provider.

Deepak P. Sulakhe

2/19/19

Date
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

**Provider:** Apartment MarketData, LLC  
**Date:** 2/5/2019

**Contact:** Darrell G Jack  
**Phone:** (210) 530-0040

**Development:** Bardin Apartments  
**Target Population:** General

**Site Location:** NWQ W Bardin Rd & Matlock Rd  
**City:** Arlington  
**County:** Tarrant

**Site Coordinates:**

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<th>Latitude</th>
<th>Longitude</th>
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<tbody>
<tr>
<td>32.671594</td>
<td>-97.117098</td>
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(Decimal degree format)

### Primary Market Area (PMA)

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<th>Square Miles</th>
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### CENSUS TRACTS

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2019 HTC
Full Application

Part 8 Tab 48

Tie-Breaker Information
### 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.

- **Is Site in Region 11 or 13?**
  - No
  - Yes
  - Poverty Rate = 9.6
  - Poverty Rate is less than 15.629.

- **Is Site in Region 11?**
  - No
  - Poverty Rate = NA
  - Applicable Poverty Rate = NA
  - Applicable Poverty Rate is less than 15.629.

- **Is Site in Region 13?**
  - No
  - Poverty Rate = NA
  - Applicable Poverty Rate = NA
  - Applicable Poverty Rate is less than 15.629.

- Rent Burden Rank = 2066 (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: -97.117098
- Development Latitude: 32.671594
- Target Population: General
  - Closest Development serving same Population: Chatham Green Village
- Application Number: 11406
- Address: 3532 Chatham Green Lane
- Year of Award: 2011

2/28/2019
2019 HTC
Full Application

Part 9

TDHCA Review Tabs
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Please consider this a formal response to a Third Party Request for Administrative Deficiency (RFAD) regarding HTC Application **19319 Bardin Apartments**.

The request states that no Site Control document or Title Commitment was submitted. Staff has requested that the Applicant provide evidence that Site Control documentation and a Title Commitment existed prior to submission of the Application.

Below is an overview of documentation provided to support their existence prior to the submission of the Application.

**Site Control Documents:**
1. Email from Applicant to Consultant with two files containing receipted contract and assignment to the partnership. The email is dated February 28, 2019 at 11:03 PM.
2. Copy of OM Housing, LLC to AT Bardin Housing, LP contract executed February 28, 2019 and receipted by the title company on February 28, 2019.
3. Copy of the Huey Investments, Inc to OM Housing, contract executed January 8, 2019 and receipted by the title company on January 8, 2019.
4. Copy of email from Consultant to Applicant reminding the Applicant of the need for underlying contract for contract so as to have complete contract chain. Dated February 28, 2019 11:08 PM.
5. Copy of South Mayfield, LP to Huey Investments, Inc contract executed October 16, 2017
6. Copy of First Amendment to South Mayfield, LP to Huey Investments, Inc contract executed on December 21, 2018.
7. Copy of Second Amendment to South Mayfield, LP to Huey Investments, Inc contract executed on January 28, 2019.

**Title Commitment:**
8. Email from title company to Consultant with copy of the Title Commitment dated March 1, 2019 10:14 am.
9. Copy of Title Commitment dated March 1, 2019 9:04 am.
All:

Attached is the Receipted Contracts for OMH and Huey and then OMH with the LP.

Hope this works.

Sincerely,

Deepak P. Sulakhe
Off: (214) 432-7610
Cell: (214) 632-1565
Fax: (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.
Sincerely,

Deepak P. Sulakhe
Off: (214) 432-7610
Cell: (214) 632-1565
Fax (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.
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:  **AT Barding 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 4600 Matlock Rd., Arlington, TX 76018 (address) and that is legally described on the attached Exhibit A or as follows: Approximately 7.181 acres of Newton, J L Addition Lot 10R-2, Arlington, Tarrant County, Texas. Generally as indicated 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 .......................... $2,350,763
   (2) Sum of all financing described in Paragraph 4 .......................... $  
   (3) Sales price (sum of 3A(1) and 3A(2)) .......................... $2,350,763
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 \$ _6.75_____ 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) flood plain and wetlands.

(c) If the sales price is adjusted by more than _20.00__ \% 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 _$ 2,500_______ as earnest money with ___ Stewart Title, Carol Erick (escrow agent) at _17304 Preston Rd., Ste 110, Dallas TX 75252_ (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 Initialed for Identification by Buyer and Seller
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 Stewart Title (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:
   - (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 3/1/19 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:

(see Addendum A, Section 3)

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 $1,000.00 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. see Addendum A, Section 4

(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

(TAR-1802) 10-18-05 Initialed for Identification by Buyer and Seller
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: see Addendum A, Section 5

(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) 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 Initialed for Identification by Buyer and Seller
9. BROKERS:

A. The brokers to this sale are:

<table>
<thead>
<tr>
<th>Cooperating Broker</th>
<th>License No.</th>
<th>Principal Broker</th>
<th>License No.</th>
</tr>
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<tbody>
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<td>E-mail:</td>
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<td>E-mail:</td>
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Cooperating Broker represents buyer.

<table>
<thead>
<tr>
<th>Principal Broker: (Check only one box.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ represents Seller only.</td>
</tr>
<tr>
<td>☐ represents Buyer only.</td>
</tr>
<tr>
<td>☐ is an intermediary between Seller and Buyer.</td>
</tr>
</tbody>
</table>

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.  
☐ .

Principal Broker a total cash fee of:

☐ % 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 Addendum A and B 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.

(TAR-1802) 10-18-05
Initialed for Identification by Buyer and Seller

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Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com
Casa de Espera
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 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.

Initialed for Identification by Buyer: ____________________________ and Seller: ____________________________
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 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. 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 02.28.2019, 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.

Buyer: AT Bardin Housing, LP
By: 
Printed Name: Deepak P. Sulakhe
Title: President / CEO

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

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: 

ATTOYNEYS
Buyer's attorney is:
Name: Fielder Nelms
Address: Smith, Stern, Friedman & Nelms, P.C.
14160 Dallas Pkwy, 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 f 833-431-4776
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 AT Bardin Housing, L.P., 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. **Adjustment to Sales Price.** Paragraph 3.B.(2)(a)(i) is hereby amended by adding the following:

   "which net area as of the effective date of this contract is calculated to be 351,964.8 square feet."

2. **Survey.** Seller will provide current survey.

3. **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 the last day of the Feasibility Period by providing Seller written notice of termination. The "Feasibility Period" is the period of time commencing on the effective date and ending on November 1st, 2019. If Buyer does not exercise its right to terminate this contract during the Feasibility Period, Buyer shall instruct the title company to release all earnest money, currently in Escrow, to Seller. (Check only one box)."

4. **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."

5. **Property Information.** Paragraph 7.D(1) is hereby amended by adding the following:

   "provided Seller has same in his possession, for the previous 2 calendar years,"

6. **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.

7. **Cooperating Broker.** Neither Seller nor Buyer are not required to pay any fees to any Broker.

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

"**Extensions.** Buyer shall have the right to extend the Feasibility Period for (2) additional periods: (1) until June 1, 2019, and (2) until August 1, 2019. Buyer must request the applicable extension period by delivering to the escrow agent, prior to the expiration of the Feasibility Period or the current extension period, as applicable, written notice thereof, along with $1,000.00 (the "**Extension Payment**"). The Extension Payments shall be applied to the purchase price at closing. Buyer also has the right to extend the closing date to November 1, 2019 (the "**Closing Extension**"). Buyer must request the Closing Extension by delivering to Seller, prior to the end of the original closing date, written notice thereof, along with $1,000.00 (the "**Closing Extension Fee**"). The Closing Extension Fee shall not be applied to the purchase price at closing and may be retained by Seller regardless of whether the closing occurs, unless Seller defaults at Closing, in which event the terms of Paragraph 15.C. of the contract shall apply. Any Extension Payment or Closing Extension Fee paid by Buyer to the escrow agent shall be immediately released by the escrow agent to the Seller.

The earnest money, any Extension Payment, and the Closing Extension Fee, if and when paid to Seller, shall be non-refundable to Buyer, unless Seller defaults at Closing, in which event the terms of Paragraph 15.C. of the contract shall apply. The earnest money and any Extension Payments, except the Closing Extension Fees, shall be applied to the purchase price at closing, but if closing does not occur due to the default of Buyer or due to Buyer's termination of this contract for any reason other than Seller's default at closing, Seller may retain such amounts as consideration for entering into this contract and allowing Buyer to conduct its inspections, studies and assessments of the Property under this contract."

9. **Rollback Taxes.** Paragraph 14.B in 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

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**Buyer:**

**Seller:**
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."

10. **Default.**

   a. Paragraph 15.A(1) is hereby amended by adding the following:

   "any Extension Payments, Closing Extension Fee and Rezoning Fee due to or paid to Seller prior to the termination date"

   b. Paragraph 15.C is hereby amended by adding the following:

   "within five (5) business days after written notice from Buyer"

   c. Paragraph 15.C(1) is hereby amended by adding the following:

   "any Extension Payments, any Closing Extension Fee, or any Rezoning Fee previously paid to Seller, as applicable,"

   d. Paragraph 15.C(1) is hereby amended by adding the following:

   provided, however, if on the termination date the earnest money has already been released to Seller as set forth in Paragraph 7.B, of the contract, as amended by Paragraph 3 of Addendum A, then within five (5) business days after such termination Seller will pay Buyer $1,000.00 (along with any Extension Payments, any Closing Extension Fee, or any Rezoning Fee, as applicable, as set forth above) as liquidated damages, thereby releasing the parties from this contract"

11. **Escrow.** Paragraph 18.A is hereby deleted and replaced with the following:

   "At closing, the amount of the earnest money, except Closing Extension Fees, will be applied to the purchase price."

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

   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."

13. **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."

14. N/A

Page 3

[Signature for Buyer] [Signature for Seller]
15. **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 irrevocably 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. If Buyer does not exercise its right to terminate this Contract during the Feasibility Period, Buyer shall instruct the title company to release the earnest money to Seller. 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.

16. **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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A. 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, the Property shall be appropriately zoned for the intended use of Buyer. Any change in zoning must be accomplished by Buyer at its sole cost and expense. Within three (3) days of the date the Property is rezoned for Buyer’s use, Buyer shall pay to Seller a “Rezoning Fee” in the amount of $10,000.00. The Rezoning Fee shall be non-refundable to Buyer and shall be applied to the purchase price.
at closing; provided, however, if closing does not occur due to the default of Buyer or due to Buyer’s termination of this Contract for any reason other than Seller’s default at closing, Seller may retain the Rezoning Fee to cover Seller’s costs to rezone the Property to its former classification.

In the event that any condition precedent in this Section 16 is not satisfied by the date specified in this Section 16, Buyer shall have the right to (a) extend the time for performance of such condition precedent up to 15 days and the closing will be extended as necessary, but in no event shall exceed November 1, 2019; or (b) terminate the Contract by delivering written notice thereof to Seller.

17. **Seller's Representations and Warranties.** Seller represents and warrants to Buyer that to the best of Seller’s knowledge and belief and except as otherwise set forth herein:

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.

18. **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, without charging Buyer any additional costs, to reasonably cooperate with Buyer or its nominee in all reasonable 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.

19. **Right to Terminate.** Buyer shall have the right to terminate the Contract at any time prior to closing, subject to the terms hereof regarding payment of the earnest money, the Extension Payments, the Closing Extension Fee and the Rezoning Fee.

20. **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 after Commitment is issued)
BOUNDARY SURVEY

7.81 ACRE TRACT
BEING PART OF LOT 10R-2 OF THE
LOT 10R-1 & LOT 10R-2, J.L. NEWTON ADDITION
JOHN L. NEWTON SURVEY
ABSTRACT NO. 1163
CITY OF ARLINGON
TARRANT COUNTY, TEXAS
EXHIBIT B

The following chart is included merely as a visual aid to assist the parties with the timeline for the various payments to be made under Addendum A. In the event the chart conflicts with the terms of Addendum A, the terms of Addendum A shall control.

**DELIVERY AND RELEASE OF PAYMENTS**

<table>
<thead>
<tr>
<th>DATE*</th>
<th>BEGINNING DATE</th>
<th>EXPIRATION DATE</th>
<th>AMOUNT BUYER DELIVERS TO ESCROW OR TO SELLER</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>$1,000 to escrow for Feasibility Period; released to Seller 4/31/19 if Contract not terminated by Buyer.</td>
<td>$1,000 if Buyer does not terminate during Feasibility Period.</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>3 days after the Effective Date</td>
<td></td>
<td></td>
<td></td>
<td>YES</td>
</tr>
<tr>
<td>Feasibility Period</td>
<td>Effective Date</td>
<td>April 1, 2019</td>
<td></td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Delivery of Extension Payment for First Extension</td>
<td>April 1, 2019</td>
<td>April 1, 2019</td>
<td>$1,000 to escrow</td>
<td>$1,000</td>
<td>YES</td>
</tr>
<tr>
<td>First Extension</td>
<td>April 2, 2019</td>
<td>June 1, 2019</td>
<td></td>
<td></td>
<td>NO</td>
</tr>
<tr>
<td>Delivery of Extension Payment for Second Extension</td>
<td>June 1, 2019</td>
<td>June 1, 2019</td>
<td>$1,000 to escrow</td>
<td>$1,000</td>
<td>YES</td>
</tr>
<tr>
<td>Second Extension</td>
<td>June 2, 2019</td>
<td>August 1, 2019</td>
<td></td>
<td></td>
<td>NO</td>
</tr>
</tbody>
</table>

*Buyer: __________________________ Seller: __________________________
<table>
<thead>
<tr>
<th>Property is rezoned by Buyer</th>
<th>Date of Rezoning</th>
<th>NA</th>
<th>NA</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Date</td>
<td>August 31st, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Closing Extension Fee</td>
<td>August 31st, 2019</td>
<td>$1,000 to escrow</td>
<td>$1,000</td>
<td>YES</td>
</tr>
<tr>
<td>Closing Extension</td>
<td>September 1, 2019</td>
<td>November 1, 2019</td>
<td>If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing. If Closing does not occur, no additional 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 additional amount will be delivered; and additionally, if there is no Seller’s default, then Seller will keep the amounts previously released as set forth above.</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.
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: Huey Investments, Inc.
Address: 2406 Irving Blvd., Dallas, TX 75207
Phone: (214) 202-6246, Fax:
E-mail: dhwey@hueyinvestments.com

Buyer: OM Housing, LLC
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 4600 Marclock Rd., Arlington, TX 76018 (address) and that is legally described on the attached Exhibit A or as follows:

Newton, J. L. Addition Lot 10, Arlington, 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.)

3. SALES PRICE:

A. At or before closing, Buyer will pay the following sales price for the Property:
   (1) Cash portion payable by Buyer at closing .......................................................... $ 2,375,763
   (2) Sum of all financing described in Paragraph 4 ..................................................... $
   (3) Sales price (sum of 3A(1) and 3A(2)) ............................................................... $ 2,375,763
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 $6.75 per:

☐ (i) square foot
☐ 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) flood plain and wetlands.

(c) If the sales price is adjusted by more than 20.00% 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 $10,000.00 as earnest money with Stewart Title, Carol Erick (escrow agent) at 17304 Preston Rd., Ste. 110, Dallas TX 75252 (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-1800) 10-18 05 Initialed for Identification by Buyer: _______ and Seller: _______
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 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 ___ 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 ___ 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 ___ 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.
Commercial Contract - Unimproved Property Concerning 4600 Matlock Rd., Arlington, TX 76018

(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, Section 3)

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 $ ______________ 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. See Addendum A, Section 4.

   (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: see Addendum A, Section 5

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 of 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:

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, 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:
(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:

Jason G. Lain 0481762
Cooperating Broker
409 Yacht Club Dr
Address
Rockwall, TX 75032
Phone 325.660.7232
Fax
E-mail: jlain@emhousing.com
Cooperating Broker represents buyer.

William H Biesel Jr
Principal Broker
Address
Phone
Fax
E-mail:
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 Addendum A and B 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.

Initialed for Identification by Buyer and Seller
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 5 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.

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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.)

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Initialed for Identification by Buyer _______ and Seller _______.

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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 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. 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 01-08-2019, the offer will lapse and become null and void.
Commercial Contract: Unimproved Property Concerning 4600 Matlock Rd., Arlington, TX 76018

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: Huey Investments, Inc
By: 
Printed Name: Douglas E. Huey
Title: 

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: Jason G. Lain

Principal Broker
By: 

ATTORNEYS

Buyer's attorney is: 
Name: Fielder Nelms
Address: Smith, Stern, Friedman & Nelms, PC
14160 Dallas Pkwy, Suite 800, Dallas, TX 75254
Phone & Fax: (214) 739-0606/Fax: (214) 739-0608
E-mail: fnelms@ssfmlaw.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: 
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 January 8, 2019 (effective date):
☑ B. earnest money in the amount of $10,000.00 in the form of Check #1919 on January 11, 2019

Escrow Agent: Stewart Title Company
By: 

File Number: 342828

(TAR-1802) 10-18-05
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Cora de C. Pena
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 (together with its successors and/or assigns, "Buyer"); and Huey Investments Inc (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. **Adjustment to Sales Price.** Paragraph 3.B.(2)(a)(1) is hereby amended by adding the following:

   

   

   " which net area as of the effective date of this contract is calculated to be 351,964.8 square feet."

2. **Survey.** If and only if the Closing occurs, Seller agrees to credit the purchase price at closing to reimburse Buyer for the actual cost of the survey, not to exceed $7,500.00.

3. **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 the last day of the Feasibility Period by providing Seller written notice of termination. The "Feasibility Period" is the period of time commencing on the effective date and ending on April 1", 2019. If Buyer does not exercise its right to terminate this contract during the Feasibility Period, Buyer shall instruct the title company to release all earnest money, currently in Escrow, to Seller. (Check only one box)."

4. **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."

5. **Property Information.** Paragraph 7.D(1) is hereby amended by adding the following:

   

   

   " provided Seller has same in his possession, for the previous 2 calendar years,

6. **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

Page 1

Buyer: Seller: DA
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.

7. **Cooperating Broker.** Seller is not required to pay any fees to Cooperating Broker. Listing Broker agrees to pay Cooperating Broker per Listing Agreement.

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

"Extensions. Buyer shall have the right to extend the Feasibility Period for two (2) additional periods: (1) until June 1, 2019, and (2) until August 1, 2019. Buyer must request the applicable extension period by delivering to the escrow agent, prior to the expiration of the Feasibility Period or the current extension period, as applicable, written notice thereof, along with $10,000.00 (the "Extension Payment"). The Extension Payments shall be applied to the purchase price at closing. Buyer also has the right to extend the closing date to November 1, 2019 (the "Closing Extension"). Buyer must request the Closing Extension by delivering to Seller, prior to the end of the original closing date, written notice thereof, along with $10,000.00 (the "Closing Extension Fee"). The Closing Extension Fee shall not be applied to the purchase price at closing and may be retained by Seller regardless of whether the closing occurs, unless Seller defaults at Closing, in which event the terms of Paragraph 15.C of the contract shall apply. Any Extension Payment or Closing Extension Fee paid by Buyer to the escrow agent shall be immediately released by the escrow agent to the Seller.

The earnest money, any Extension Payment, and the Closing Extension Fee, if and when paid to Seller, shall be non-refundable to Buyer, unless Seller defaults at Closing, in which event the terms of Paragraph 15.C of the contract shall apply. The earnest money and any Extension Payments, except the Closing Extension Fees, shall be applied to the purchase price at closing, but if closing does not occur due to the default of Buyer or due to Buyer's termination of this contract for any reason other than Seller's default at closing, Seller may retain such amounts as consideration for entering into this contract and allowing Buyer to conduct its inspections, studies and assessments of the Property under this contract."

9. **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."

10. **Default.**

   a. **Paragraph 15.A(1) is hereby amended by adding the following:**

   "any Extension Payments, Closing Extension Fee and Rezoning Fee due to or paid to Seller prior to the termination date"

   b. **Paragraph 15.C is hereby amended by adding the following:**

   "within five (5) business days after written notice from Buyer"

   c. **Paragraph 15.C(1) is hereby amended by adding the following:**

   "any Extension Payments, any Closing Extension Fee, or any Rezoning Fee previously paid to Seller, as applicable,"

   d. **Paragraph 15.C(1) is hereby amended by adding the following:**

   "provided, however, if on the termination date the earnest money has already been released to Seller as set forth in Paragraph 7.B. of the contract, as amended by Paragraph 3 of Addendum A, then within five (5) business days after such termination Seller will pay Buyer $25,000.00 (along with any Extension Payments, any Closing Extension Fee, or any Rezoning Fee, as applicable, as set forth above) as liquidated damages, thereby releasing the parties from this contract"

11. **Escrow.** Paragraph 18.A is hereby deleted and replaced with the following:

   "At closing, the amount of the earnest money, except Closing Extension Fees, will be applied to the purchase price."

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

   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."

13. **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."

14. **N/A**

15. **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 irrevocably 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. If Buyer does not exercise its right to terminate this Contract during the Feasibility Period, Buyer shall instruct the title company to release the earnest money to Seller. 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.

16. **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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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 the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, 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.** Prior to the end of the Feasibility Period, as same may be extended as set forth in Paragraph 8 of this Addendum A, the Property shall be appropriately zoned for the intended use of Buyer. Any change in zoning must be accomplished by Buyer at its sole cost and expense. Within three (3) days of the date the Property is rezoned for Buyer's use, Buyer shall pay to Seller a "Rezoning Fee" in the amount of $10,000.00. The Rezoning Fee shall be non-refundable to Buyer and shall be applied to the purchase price at closing; provided, however, if closing does not occur due to the default of Buyer or due to Buyer's termination of this Contract for any reason other than Seller's default at closing, Seller may retain the Rezoning Fee to cover Seller's costs to rezone the Property to its former classification.

Page 4

Buyer: [Signature]  Seller: [Signature]
In the event that any condition precedent in this Section 16 is not satisfied by the date specified in this Section 16, Buyer shall have the right to (a) extend the time for performance of such condition precedent up to 15 days and the closing will be extended as necessary, but in no event shall exceed November 1, 2019; or (b) terminate the Contract by delivering written notice thereof to Seller.

17. **Seller’s Representations and Warranties.** Seller represents and warrants to Buyer that to the best of Seller’s knowledge and belief and except as otherwise set forth herein:

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.

18. **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, without charging Buyer any additional costs, to reasonably cooperate with Buyer or its nominee in all reasonable 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.

19. **Right to Terminate.** Buyer shall have the right to terminate the Contract at any time prior to closing, subject to the terms hereof regarding payment of the earnest money, the Extension Payments, the Closing Extension Fee and the Rezoning Fee.

20. **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).

21. **Timeline of contract.** If project,
   
   a. is unable to obtain support from City Council or other pertinent elected officials as required for the financing of the project, OR,

   b. if Buyer does not meet below Target Dates, then Buyer and Seller will agree to a revised timeline for the Contract within 30 days, and Buyer will exercise its First, Second and Third Extensions as needed and will pay Seller the applicable Extension Payments. If a mutually acceptable timeline is not agreed upon, then Seller may terminate the contract and retain the earnest money and any Extension Payments theretofore paid to Seller.

22. **Target Dates.**

   1. Meet with elected officials within 30 days.
   2. Prepare project description within 30 days
   3. Pre-application due 1/09/19
   4. Survey due 3/1/19
   5. City Council support 3/1/19
   6. Final application due 3/1/19
   7. Third party reports due 4/1/19
   8. State Representative Tony Tinderholt support 4/1/19

Buyer: __________ Seller: __________
EXHIBIT A

Legal Description

(to be attached after Commitment is issued)
EXHIBIT B

The following chart is included merely as a visual aid to assist the parties with the timeline for the various payments to be made under Addendum A. In the event the chart conflicts with the terms of Addendum A, the terms of Addendum A shall control.

**DEVELOPMENT AND RELEASE OF PAYMENTS**

<table>
<thead>
<tr>
<th>DATE*</th>
<th>BEGINNING DATE</th>
<th>EXPIRATION DATE</th>
<th>AMOUNT BUYER DELIVERS TO ESCROW OR TO SELLER</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</td>
<td>3 days after the Effective Date</td>
<td></td>
<td>$10,000 to escrow for Feasibility Period; released to Seller 4/31/19 if Contract not terminated by Buyer.</td>
<td>$10,000 if Buyer does not terminate during Feasibility Period.</td>
<td>YES</td>
</tr>
<tr>
<td>Feasibility</td>
<td>Effective Date</td>
<td>April 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of</td>
<td>April 1, 2019</td>
<td>April 1, 2019</td>
<td>$10,000 to escrow for First Extension</td>
<td>$10,000</td>
<td>YES</td>
</tr>
<tr>
<td>Extension</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First Extension</td>
<td>April 2, 2019</td>
<td>June 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of</td>
<td>June 1, 2019</td>
<td></td>
<td>$10,000 to escrow for Second Extension</td>
<td>$10,000</td>
<td>YES</td>
</tr>
<tr>
<td>Extension</td>
<td></td>
<td>June 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Extension</td>
<td>June 2, 2019</td>
<td>August 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property is</td>
<td>Date of</td>
<td></td>
<td>$10,000 to escrow for Rezoning</td>
<td>$10,000</td>
<td>YES</td>
</tr>
<tr>
<td>Rezoned by</td>
<td>Rezoning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing Date</td>
<td>August 31, 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Buyer: 

* Seller: DH
<table>
<thead>
<tr>
<th>Delivery of Closing Extension Fee</th>
<th>August 31, 2019</th>
<th>$10,000 to escrow</th>
<th>$10,000</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Closing Extension</td>
<td>September 1, 2019</td>
<td>November 1, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Day to Close</td>
<td>November 1, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- If Closing occurs, Buyer will deliver the Balance of Purchase Price at Closing.
- If Closing does not occur, no additional amount will be delivered; and additionally, if there is no Seller's default, then Seller will keep the amounts previously released as set forth above.

* 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.
He is dropping it off first thing tomorrow ...

Sincerely,

Deepak P. Sulakhe
Off: (214) 432-7610
Cell: (214) 632-1565
Fax (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.

Remember that we need the contract between Huey and the actual owner of the site.

Regards,

Alyssa Carpenter

On Fri, Mar 1, 2019 at 12:02 AM Deepak P. Sulakhe <dsulakhe@omhousing.com> wrote:

All:
Attached is the Receipted Contracts for OMH and Huey and then OMH with the LP.

Hope this works.

Sincerely,

Deepak P. Sulakhe

Off: (214) 432-7610

Cell: (214) 632-1565

Fax (214) 594-9753

Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.

From: DEEPAK SULAKHE <dsulakhe@omhousing.com>
Date: Thursday, February 28, 2019 at 10:35 PM
To: Sarah Anderson <sarah@sarahandersonconsulting.com>, Meredith Edwards <meredith@meconsulting.ltd>, Alyssa Carpenter <ajcarpen@gmail.com>
Subject: Hammack Creek Contracts

All:
Attached are following:

1. OMH Walther Contract
2. OMH Doskocil Contract

Let me know if okay.

Sincerely,

Deepak P. Sulakhe
Off: (214) 432-7610
Cell: (214) 632-1565
Fax (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT OF SALE

[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]

In consideration of the agreements contained in this Commercial Contract of Sale (the "Contract"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

1. PARTIES. The parties to this Contract are:

   Seller: South Mayfield, L.P.
   Address: ________________________________________________________________
   Phone: (214)485-8775          Fax: (972)423-3116
   Email: Ronwelden202@aol.com
   Tax ID No.: 76-2787580

   Purchaser: Huey Investments, Inc., and/or Assigns
   Address: 8244 Westchester Dr., Suite 8100
   Dallas, TX 75225
   Phone: (214)202-8246          Fax: ________________________________
   Email: DHuey@HueyInvestments.com
   Tax ID No.: ________________________________

2. PROPERTY. The address of the Property is:

   ________________________________________________________________, Texas

   The Property is located in Tarrant County, Texas, the land portion of which is further described as:

   8.088 Acres more or less, northwest corner of Matlock Rd. and Bardin Rd. , Arlington, TX

or as described in Exhibit "A", LEGAL DESCRIPTION and/or shown on Exhibit "B", SITE PLAN. The Property includes all improvements, fixtures, and personal property situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, and rights-of-way (such land, improvements, fixtures, personal property, rights, and appurtenances being collectively referred to in this Contract as the "Property").
3. PURCHASE PRICE.

A. Amount and Payable. The purchase price for the Property is $1,000,000.00 (the "Purchase Price"), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) [Check only one):

☐ (1) All in cash (meaning Good Funds, as defined in Section 4.E, below). If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.

☒ (2) Part in cash (Good Funds), in the following amount or percentage [Check only one]:

☐ (a) $_____

☒ (b) Twenty Point Zero% percent (20.00%) of the Purchase Price.

If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum B-2, SELLER FINANCING. If part of the Purchase Price is to be paid by Purchaser assuming, or taking the Property subject to, an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.

B. Adjustment. If this box is checked [☐] then this Section 3.B. applies and the Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. If the box in the preceding sentence is not checked, then none of this Section 3.B. applies to this Contract. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing [Check only one]: [☐] $____ per acre; or [☐] $____ per square foot. The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless the box [☐] is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area (as defined in Section 5.A. (Survey)) of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3.B. to less than $____

4. EARNEST MONEY AND TITLE COMPANY ESCROW.

A. Title Company. The Title Company to serve as escrow agent for this Contract is (the "Title Company"): Republic Title Company 2626 Howell St, 10th Floor Dallas, TX 75204-4064

B. Effective Date. The "Effective Date" is the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company.

C. Earnest Money. Within two Business Days after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of $5,000.00 (the "Earnest Money") payable to the Title Company in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Purchaser's timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.
Purchaser instructs the Title Company to promptly deposit the Earnest Money upon receipt in one or more insured accounts in a state or federal banking or savings institution. After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an Interest bearing account unless this box is checked, in which case the Title Company will not be required to deposit the Earnest Money in an Interest bearing account. Any Interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

D. Independent Consideration. Notwithstanding anything in this Contract to the contrary, a portion of the Earnest Money in the amount of $100.00 will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.

E. Escrow. The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest bearing account.

F. Definition of Good Funds. "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

5. SURVEY AND TITLE.

A. Survey. Within 20 days after the Effective Date [Check only one]:

☐ Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Seller's expense.

☐ Purchaser shall obtain a new survey (the "Survey") of the Property prepared at Purchaser's expense.

☐ Purchaser shall obtain a new survey (the "Survey") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed $__________.

☒ Seller shall deliver to Purchaser a copy of the most recent existing survey (the "Survey") of the Property in Seller's possession. Seller shall also deliver an Affidavit to the Title Company, in form and substance reasonably satisfactory to the Title Company, stating that none of the improvements on the Property and other matters shown by the existing Survey have changed since the existing Survey was prepared. If Purchaser, Purchaser's lender or the Title Company requires a new survey for any reason, then Purchaser shall obtain and pay for the cost of the new...
Survey, and [check only one]: □ Seller will not be required to pay for any portion of the cost of the new Survey; or [x] Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed $2,000.00.

Any new Survey must:

(1) be prepared by a Registered Professional Land Surveyor;
(2) be in a form reasonably acceptable to Purchaser and the Title Company;
(3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
(4) show that the Survey was made on the ground with corners marked with monuments either found or placed;
(5) show any discrepancies or conflicts in boundaries, and any visible encroachments;
(6) contain the surveyor's certificate that the Survey is true and correct; and
(7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent:
   (a) buildings,
   (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances),
   (c) streets and roads,
   (d) 100-year flood plain (approximate location),
   (e) improvements,
   (f) encroachments,
   (g) easements,
   (h) recording information of recorded easements,
   (i) pavements,
   (j) protrusions,
   (k) fences,
   (l) rights-of-way, and
   (m) any markers or other visible evidence of utilities.

Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as shown on any map prepared by the Federal Emergency Management Agency or other applicable governmental authority. The surveyor is authorized to determine the area of the Property within any 100-year flood plain as shown on any map prepared by any governmental agency, and in the absence of such a map, as otherwise reasonably determined by the surveyor. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below) then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate.

After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

The Survey must show the gross land area of the Property, and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "Net Land Area" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) [Check all that apply]:

[Initial or Signature]
utility easements;
- drainage easements;
- access easements;
- rights-of-way;
- 100-year flood plain; and
- any encroachments on the Property.

B. Title Commitment. Within 20 days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser:

1. A title commitment (the "Title Commitment") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "Title Policy") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, Insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and

2. the following (collectively, the "Title Documents"): (a) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment;
   (b) a current tax certificate;
   (c) any written notices required by applicable statutes, including those referenced in Section 20; and
   (d) if the Property includes any personal property, UCC search reports pertaining to the Seller.

6. REVIEW OF SURVEY AND TITLE.

A. Title Review Period. Purchaser will have thirty (30) days (the "Title Review Period") after receipt of the last of the Survey, Title Commitment and Title Documents to review them and to deliver a written notice to Seller stating any objections Purchaser may have to them or any item disclosed by them. Purchaser's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "Permitted Exception." The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

B. Cure Period. If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller shall make a good faith attempt to cure the objections within 45 days (the "Cure Period") after receipt of the objections. However, Seller is not required to incur any cost to do so. If Seller cannot cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is seven days after the expiration of the Cure Period; or (2) the scheduled Closing Date.

C. New Items. If any new items are disclosed by any new or updated Survey, updated Title Commitment, or any new Title Documents, that were not disclosed to Purchaser when the Survey, Title Commitment, and Title Documents were first delivered to Purchaser, then Purchaser will have 15 days to review the new items and to deliver a written notice to Seller stating any objections Purchaser may have to the

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new items. If Purchaser timely delivers any written objections as to the new items to Seller, then Seller shall make a good faith attempt to cure the objections to the new items within 40 days (the "Additional Cure Period") after receipt of the objections as to the new items. However, Seller is not required to incur any cost to do so. If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Purchaser before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) that date that is seven days after the expiration of the Additional Cure Period; or (2) the scheduled Closing Date.

D. Return of Earnest Money or Waiver. If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title to the Closing subject to the uncured objections and other Permitted Exceptions. Seller's failure to cure Purchaser's objections under this Section 6 does not constitute a default by Seller.

7. SELLER'S REPRESENTATIONS.

A. Statements. Seller represents to Purchaser, to the best of Seller's knowledge, as follows:

(1) Title. At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 15 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the warranty deed.

(2) Leases. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.

(3) Liens and Debts. There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, lending commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) Litigation. There is no pending or threatened litigation, condemnation, or assessment affecting Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

(5) Material Defects. Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the Improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.
(6) **Hazardous Materials.** Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.

**B. Remedies.** If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation. If the misrepresentation is not corrected by Seller before the Closing, Purchaser may: (1) proceed to Closing, without waiving any claim for misrepresentation; or (2) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser.

8. **OPERATION OF THE PROPERTY.** After the Effective Date until the Closing Date, Seller shall: (1) operate the Property in the same manner as the Property has been operated by Seller; and (2) maintain the Property in the same condition as existed on the Effective Date, except for ordinary wear and any casualty loss. After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice 30 days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a photocopy of the signed document to Purchaser.

9. **NONCONFORMANCE.** Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller is aware of any pending zoning changes or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose them to Purchaser.

10. **INSPECTION. [Check only A or B]**

☐ A. Inspection Not Necessary. Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition, with any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations and agreements expressed in this Contract.

☒ B. Inspection Desired. Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described below.
(1) Inspection Period. Purchaser will have a period of 60 days after the Effective Date (the "Inspection Period") to inspect the Property and conduct studies regarding the Property. Purchaser's studies may include, without limitation: (a) permitted use and zoning of the Property; (b) core borings; (c) environmental and architectural tests and investigations; (d) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (e) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property. Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors. Purchaser's obligation to defend and indemnify Seller will survive the Closing or termination of this Contract.

(2) Extension of Inspection Period. Purchaser may extend the Inspection Period for up to ___________ days by delivering an additional earnest money deposit in the amount of $________________ to the Title Company. The additional deposit will become part of the Earnest Money.

(3) Termination. If Purchaser determines, in Purchaser's sole discretion, no matter how arbitrary, that Purchaser chooses not to purchase the Property for any reason, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, in which case the Earnest Money will be returned to Purchaser. Purchaser's reason for choosing to terminate this Contract does not need to be related to the condition of the Property, and Purchaser is not required to justify Purchaser's decision to terminate this Contract.

(4) Acceptance. If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser accepts the Property in its current "AS IS" condition, with any changes caused by normal wear and tear before the Closing, and this Contract will continue in full force and effect. This provision does not, however, limit or invalidate any express representations and agreements Seller has made in this Contract.

(5) Restoration. If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense. Purchaser's obligation to restore the Property will survive the termination of this Contract.
C. Reports. [Check all that apply]

☐ (a) Within ___________ days after the Effective Date, Seller shall deliver to Purchaser a written "Phase I" report of an environmental assessment of the Property. The report will be prepared, at Seller's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 19.A, of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.

☒ (b) Within 10 days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession or control of engineering investigations, tests and environmental studies that have been made with respect to the Property within the three year period before the Effective Date.

☒ (c) If Purchaser terminates this Contract, Purchaser shall return to Seller, at Purchaser's expense and contemporaneously with the termination, the original, hard copies of any documents Seller delivered to Purchaser. Also, Purchaser shall return, destroy, or delete any other copies of such documents, electronic or otherwise, in Purchaser's possession. This provision will survive the termination of this Contract.

☒ (d) If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plans, drawings and studies that relate to the condition of the Property made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.

11. DELIVERY AND REVIEW OF DOCUMENTS.

A. Delivery. Seller agrees to deliver to Purchaser, within 10 days after the Effective Date, complete and legible copies of the following pertaining to the Property, to the extent in Seller's possession or readily available to Seller:

1. All current leases, including all modifications, amendments, supplements and extensions thereof (including written descriptions of any oral agreements);

2. A current rent roll certified by Seller to be true, complete and accurate as of the date of delivery, including names of tenants, annual or monthly rents, expenses paid by tenants and by Seller, commencement dates, terms of leases, and renewal options;

3. A current inventory of all tangible personal property and fixtures owned by Seller and located on, attached to, or used in connection with the Property, to be sold with the Property, certified by Seller to be true and correct as of the date of delivery;

4. Any Notes, Trust deeds and other loan documents pertaining to loans assumed or taken subject to;
(5) All service, maintenance, management, or other contracts relating to the ownership and operation of the Property;

(6) All warranties and guaranties;

(7) All fire, hazard, liability, and other insurance policies;

(8) The real estate and personal property tax statements for the previous two calendar years;

(9) All leasing and commission agreements;

(10) The "as built" or other plans and specifications;

(11) A statement of utility charges, repair costs and other expenses incurred by Seller for the operation and maintenance of the Property for each month for the two years preceding the Effective Date;

(12) A true and correct statement of income and expenses from _

(13) Any certificate of mold remediation that has been issued for the Property under Section 4069.154 of the Occupations Code within the preceding five years; and

(14) Other

B. Review of Documents. Purchaser will have a period of time (the "Document Review Period") to review the information identified above, ending the later to occur of:

1. ___________ days after the Effective Date; or

2. the end of the Inspection Period (if any).

If Purchaser objects to any information disclosed to or discovered by Purchaser in Purchaser's sole discretion, no matter how arbitrary, Purchaser may: (i) terminate this Contract by delivery of a written notice to Seller before the expiration of the Document Review Period, in which case the Earnest Money will be returned to Purchaser and Purchaser shall return all documents Seller delivered to Purchaser; or (ii) waive the objections and close the transaction. If Purchaser does not deliver a written termination notice to Seller before expiration of the Document Review Period, then any objections as to the information provided by Seller pursuant to this Section will be deemed to be waived by Purchaser.

12. ESTOPPEL CERTIFICATES. Seller agrees to deliver to Purchaser, at least ___________ days before the Closing Date, estoppel certificates executed by each of the tenants under the leases of the Property stating:

(1) whether the tenant is an assignee or subtenant;

(2) the expiration date of the lease;

(3) the number of renewal options under the lease, if any, and the total period of time covered by the renewal options;

(4) that none of the terms or provisions of the lease have been changed since the original execution of the lease, except as shown on any attached amendments or modifications;

(5) that no default exists under the terms of the lease by either landlord or tenant;

(6) that

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If any ascepted certificate is not timely delivered, or is unacceptable to Purchaser, then Purchaser may immediately notify Seller in writing of Purchaser's objections. Seller shall promptly attempt to cure the unacceptable matters without any obligation to incur any cost in connection with the attempt. If Seller is unable to cure the unacceptable matters before the Closing Date, Purchaser may: (i) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser; or (ii) close the transaction, in which case Purchaser will be deemed to have waived any objections to the unacceptable matters.

13. CASUALTY LOSS AND CONDEMNATION.

A. Damage or Destruction. All risk of loss to the Property will remain upon Seller before the Closing. If the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Purchaser may terminate this Contract by delivering a written termination notice to Seller within 10 days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to the Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall either: (1) fully repair the damage before the Closing, at Seller's expense; or (2) give a credit to Purchaser at the Closing for the entire cost of repairing the Property. The term "Material Extent" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the repairs cannot be completed before the Closing Date, or the cost of repairing the Property cannot be determined before the Closing Date, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than 30 days after the previously scheduled Closing Date.

B. Condemnation. If condemnation proceedings are commenced before the Closing against any portion of the Property, then Seller shall immediately notify Purchaser in writing of the condemnation proceedings, and Purchaser may terminate this Contract by delivering a written notice to Seller within 10 days after Purchaser receives the notice (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If this Contract is not terminated, then any condemnation award will be (a) if not known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not known on the Closing Date, belong to Purchaser and the Purchase Price will not be reduced.

14. ASSIGNMENT. [Check only one]

☐ A. Assignment Permitted. Purchaser may assign this Contract provided the assignee assumes in writing all obligations and liabilities of Purchaser under this Contract, in which event Purchaser will be relieved of any further liability under this Contract.
(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;

(7) Evidence of Seller's authority and capacity to close this transaction; and

(8) All other documents reasonably required by the Title Company to close this transaction.

C. Purchaser's Closing Obligations. At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The cash portion of the Purchase Price (with the Earnest Money being applied to the Purchase Price);

(2) The Note and the Deed of Trust, if Addendum B-2, SELLER FINANCING, is attached;

(3) An Assumption Agreement in recordable form agreeing to pay all commissions payable under any lease affecting the Property;

(4) Evidence of Purchaser's authority and capacity to close this transaction; and

(5) All other documents reasonably required by the Title Company to close this transaction.

D. Closing Costs. Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed.

E. Prorations. Rents (including any additional rental or reimbursement amounts to be reconciled), lease commissions, interest on any assumed loan, insurance premiums on any transferred insurance policies, maintenance expenses, operating expenses, standby fees, and ad valorem taxes for the year of the Closing will be prorated at the Closing effective as of the date of the Closing (with the Purchaser being considered the owner of the Property for the entire day of the Closing). Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by tenants under leases affecting the Property. If the Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

F. Rollback Taxes. If any Rollback Taxes are due before the Closing due to a change in use of the Property by Seller or a denial of any special use valuation of the Property before the Closing, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing. If this sale or a change in use of the Property or denial of any special use valuation of the Property after the Closing 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: (1) Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed, without receiving any credit from Seller; unless (2) this box □ is checked, in which case Seller shall give a credit to Purchaser at the Closing for 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 Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed after the Closing. If Seller gives a credit to Purchaser for the
B. Limited Assignment Permitted. Purchaser may assign this Contract only to a related party, defined as: (1) an entity in which Purchaser is an owner, partner or corporate officer; (2) an entity which is owned or controlled by the same person or persons that own or control Purchaser; or (3) a member or members of the immediate family of Purchaser, or a trust in which the beneficiary or beneficiaries is or are a member or members of the immediate family of Purchaser. Purchaser will remain liable under this Contract after any assignment.

C. Assignment Prohibited. Purchaser may not assign this Contract without Seller’s prior written consent.

15. CLOSING.

A. Closing Date. The closing of the transaction described in this Contract (the “Closing”) will be held at the offices of the Title Company at its address stated below, on the date (the “Closing Date”) that is [complete only one]:

- [ ] days after the expiration of the Inspection Period;
- [ ] days after the Effective Date;
- [ ] City Council adoption of Purchaser’s rezoning ordinance and plat approval (not more than 120 days after rezoned approval)
- [ ] after rezoned ordinance approval

However, if any objections that were timely made by Purchaser in writing pursuant to Section 6 (Review of Survey and Title) have not been cured, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty 30 days after the previously scheduled Closing Date.

B. Seller’s Closing Obligations. At the Closing, Seller shall deliver to Purchaser, at Seller’s expense:

1. A duly executed [check only one] □ General Warranty Deed □ Special Warranty Deed (with vendor’s lien retained if financing is given by Seller or obtained from a third party) conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

2. An updated Title Commitment committing the underwriter for the Title Company to issue promptly after the Closing, at Seller’s expense, the Title Policy pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of the Closing, and (at an additional premium cost) [check only one if applicable] □ with the survey exception modified at Seller’s expense to read “any shortages in area,” or □ with the survey exception modified at Purchaser’s expense to read “any shortages in area”;

3. A Bill of Sale conveying the personal property described in this Contract free and clear of liens, security interests, and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

4. Possession of the Property, subject to valid existing leases disclosed by Seller to Purchaser and other applicable Permitted Exceptions;

5. An executed assignment of all leases, if there are any leases affecting the Property;
estimated amount of Rollback Taxes, and the actual Rollback Taxes assessed after the Closing are different from the estimate used at the Closing, then there will be no subsequent adjustment between Seller and Purchaser.

G. Loan Assumption. If Purchaser assumes, or takes the Property subject to, an existing loan secured by the Property, then, at the Closing, in addition to the proration of interest on the loan, Purchaser shall pay: (1) to the lender, any assumption or transfer fee charged by the lender; (2) to the lender, reasonable attorney's fees charged by the lender's attorney; and (3) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance and any other expenses applicable to the Property for which reserve accounts are held by the lender, and Seller shall transfer the reserve accounts to Purchaser. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller, if consent to the assumption is required by the lender. Seller shall obtain the lender's consent in writing and deliver the consent to Purchaser at or before the Closing. Purchaser may terminate this Contract by delivering a written notice to Seller, and the Earnest Money will be returned to Purchaser.

H. Foreign Person Notification. If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U.S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

16. DEFAULT.

A. Purchaser's Remedies. If Seller defaults or fails to close this Contract for any reason except Purchaser's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser may elect to either: (1) enforce specific performance of this Contract (require Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller's default, then Purchaser will be deemed to have waived the remedy of specific performance and any other remedies available to Purchaser (except for reimbursement for Purchaser's actual expenses as provided in the next paragraph) and the Earnest Money will be returned to Purchaser.

The following sentence applies only if this box □ is checked: If Seller defaults and Purchaser does not elect to enforce specific performance of this Contract, or the remedy of specific performance is not available, then Seller shall reimburse Purchaser for Purchaser's actual expenses paid by Purchaser to independent third parties in connection with this Contract including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed $_____________________.

The foregoing will be Purchaser's sole and exclusive remedies for Seller's default unless this box □ is checked, in which case Purchaser may sue Seller for additional damages (in addition to the reimbursement of expenses as provided in the previous paragraph, to the extent such additional damages can be proven). If Purchaser chooses to sue Seller for reimbursement of expenses or other damages, then...
Purchaser must elect to pursue either specific performance or a claim for damages at the beginning of any legal action initiated by Purchaser.

B. Seller's Remedies. If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default unless one of the following remedies is selected, in which case Seller may sue Purchaser: □ to enforce specific performance (force Purchaser to purchase the Property pursuant to this Contract); or □ for actual damages in lieu of receiving the Earnest Money as liquidated damages. If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for actual damages, then Seller must elect to either receive the Earnest Money or sue Purchaser for one of the other selected remedies at the beginning of any legal action initiated by Seller.

17. AGENCY DISCLOSURE.

A. Agency Relationships. The term "Brokers" refers to the Principal Broker and the Cooperating Broker, if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an intermediary, then that Broker will have only the duties of an intermediary, and the intermediary disclosure and consent provisions apply as set forth below. [Each broker check only one]

(1) The Principal Broker is: □ agent for Seller only; ☑ agent for Purchaser only; or
□ on intermediary.

(2) The Cooperating Broker is: ☑ agent for Seller only; □ agent for Purchaser only; or
□ on intermediary.

B. Other Brokers. Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction or as the result of any dealings or acts of the representing party. Each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.

G. Fee Sharing. Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 16 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.

D. Intermediary Relationship. If either of the Brokers has indicated in Section 17.A. (Agency Relationships) or otherwise that the Broker is acting as an intermediary in this transaction, then Purchaser and Seller hereby consent to the intermediary relationship, authorize such Broker or Brokers to act as an
intermediary in this transaction, and acknowledge that the source of any expected compensation to the Broker will be Seller, and the Broker may also be paid a fee by Purchaser. A broker, and any broker or salesperson appointed to communicate with and carry out instructions of one party, who acts as an intermediary is required to act fairly and impartially, and may not:

(4) disclose to the buyer that the seller will accept a price less than the asking price, unless instructed in a separate writing by the seller;

(2) disclose to the seller that the buyer will pay a price greater than the price submitted in a written offer to the seller, unless otherwise instructed in a separate writing by the buyer;

(3) disclose any confidential information or any information that a party specifically instructs the broker or salesperson in writing not to disclose, unless:

(a) the broker or salesperson is otherwise instructed in a separate writing by the respective party;
(b) the broker or salesperson is required to disclose the information by the Texas Real Estate License Act or a court order; or

c) the information materially relates to the condition of the Property;

(4) treat a party to a transaction dishonestly; or

(5) violate the Texas Real Estate License Act.

Broker is authorized to appoint, by providing written notice to the parties, a license holder associated with Broker to communicate with and carry out instructions of one party, and another license holder associated with Broker to communicate with and carry out instructions of the other party. An appointed license holder may provide opinions and advice during negotiations to the party to whom the license holder is appointed.

18. PROFESSIONAL SERVICE FEE.

R. Walden & Associates, Inc. ("RW&A") is the Seller's agent and the Broker in this transaction. The Broker is entitled to a commission for procuring the Purchaser and for assisting in the negotiation of this Contract as follows:

A. Payment of Fee. Seller agrees to pay the Broker—a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract as follows:

Five percent (5%) of the Purchase Price at Closing.

The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid by Seller to the Broker in the county in which the Property is located. Seller shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Broker out of the Closing proceeds. A legal description of the Property, as set forth in this Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.

The Fee is earned notwithstanding: (1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller, if the Closing does not occur due to Purchaser's default, and Seller does not elect to enforce specific performance, the Fee will not exceed one half of the Earnest Money. If either party defaults
under this Contract, then the Fee will be paid within 10 days after the scheduled Closing Date, and the Title
Company is authorized to pay the Fee out of the Earnest Money or any other escrow deposit made pursuant to
this Contract. If Seller defaults, then Seller's obligation to pay the Fee will not be affected if Purchaser chooses
the remedy of terminating this Contract, and the amount of the Fee will not be limited to the amount of the
Earnest Money or any other escrow deposit made pursuant to this Contract.

B. Consent Required. Purchaser, Seller and Title Company agree that the Brokers are third-party
beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser,
Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of
the Fee without the written consent of the Brokers.

C. Right to Claim a Lien. Pursuant to Chapter 82 of the Texas Property Code, the Brokers
hereby disclose their right to claim a lien based on the commission agreement set forth in this Contract and
any other commission agreements applicable to the sale contemplated by this Contract. This disclosure is
incorporated in any such commission agreements.

19. MISCELLANEOUS PROVISIONS.

substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant
to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean
Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation,
whether existing as of the Effective Date or subsequently enacted.

B. Notices. All notices and other communications required or permitted under this Contract must be in
writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by
courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation
delivery to the Fax numbers specified in this Contract, if any; or (3) deposit with the United States
Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the
intended recipient at the address set forth in this Contract. Any party may change its address for notice
purposes by delivering written notice of its new address to all other parties in the manner set forth above.
Copies of all written notices should also be delivered to the Brokers and to the Title Company, but failure to
notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

☒ 1. Seller also consents to receive any notices by email.
☒ 2. Purchaser also consents to receive any notices by email.

C. Termination. If this Contract is terminated for any reason, the parties will have no further
rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to
the Property caused by Purchaser or Purchaser's agents; and (2) each party shall perform any other
obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract.
The obligations of this Section 19.C. will survive the termination of this Contract. The terms of any mutual
termination agreement will supersede and control over the provisions of this Section 19.C. to the extent of any
conflict.

D. Forms. In case of a dispute as to the form of any document required under this Contract,
the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the
terms of this Contract.
E. Attorneys’ Fees. The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys’ fees and all other reasonable related expenses.

F. Integration. This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superceded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

G. Survival. Any representation or covenant contained in this Contract not otherwise discharged at the Closing will survive the Closing.

H. Binding Effect. This Contract will inure to the benefit of, and will be binding upon, the parties to this Contract and their respective heirs, legal representatives, successors and assigns.

I. Time for Performance. Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

J. Business Day. If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or Texas legal holiday.

K. Right of Entry. After reasonable advance notice and during normal business hours, Purchaser, Purchaser’s representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

L. Governing Law. This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located.

M. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

N. Broker Disclaimer. The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property’s compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisors or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may
require any Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Brokers responsible for any condition relating to the Property. The Brokers do not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. Seller and Purchaser agree to hold the Brokers harmless from any damages, claims, costs and expenses including, but not limited to, reasonable attorneys’ fees and court costs, resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property. Seller’s concealing any material information regarding the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Brokers’ liability for errors or omissions, negligence, or otherwise, is limited to the return of the Fee, if any, paid to the responsible Broker pursuant to this Contract. The parties agree that they are not relying upon any oral statements that the Brokers may have made. Purchaser is relying solely upon Purchaser’s own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Brokers have not made any warranty or representation with respect to the condition of the Property or otherwise.

O. Counterparts. This Contract may be executed in a number of identical counterparts, and all counterparts will be construed together as one agreement. Any signed counterpart transmitted by Fax or email has the same effect as an original.

P. Patriot Act Representation. Seller and Purchaser each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

Q. Exchange. Seller and Purchaser shall cooperate with each other in connection with any tax deferred exchange that either party may be initiating or completing in connection with Section 1031 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party’s exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder, if the assignment is required in connection with the exchange. The parties agree to cooperate with each other, and sign any reasonable documentation that may be required, to effectuate any such exchange.

20. STATUTORY NOTICES.

A. Abstract or Title Policy. At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser’s own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

B. Notice Regarding Unimproved Property Located in a Certificated Service Area. If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.
G. Special-Assessment-Districts. If the Property is situated within a utility district or flood control district subject to the provisions of §40.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

D. Property-Owners’ Association. If the Property is subject to mandatory membership in a property owners’ association, Seller shall notify Purchaser of the current annual budget of the property owners’ association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §5.042 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

E. Notice Regarding Possible Annexation. If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality’s extraterritorial jurisdiction or is likely to be located within a municipality’s extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

F. Notice Regarding Coastal Area Property. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a written notice regarding coastal area property. In compliance with §33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

G. Gulf Intracoastal Waterway Notice. If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

H. Notice for Property Located in an Agricultural Development District. If the Property is located in an agricultural development district, then in accordance with §60.053 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

I. Certificate of Mold Remediation. If a certificate of mold remediation has been issued for the Property under Section 1958.154 of the Occupations Code within the preceding five years, Seller is required to provide a copy of the certificate to Purchaser.
J. Notice of Water Level Fluctuations. If the Property adjoins a lake, reservoir, or other impoundment of water that has a storage capacity of at least 5,000 acre feet at the impoundment's normal operating level, then the following notice applies:

NOTICE OF WATER LEVEL FLUCTUATIONS: The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions.

K. Disclosure of Dual Capacity as Broker and Principal. [Complete if applicable]

___ is a licensed Texas real estate agent and is acting in a dual capacity as broker for the Purchaser and as a principal in this transaction, or he or she may be the Purchaser (or one of the owners of the Purchaser after any assignment of this Contract).

___ is a licensed Texas real estate agent and is acting in a dual capacity as broker for the Seller and as a principal in this transaction, or he or she may be the Seller (or one of the owners of the Seller).

21. DISPUTE RESOLUTION.

A. Mediation. If any dispute (the "Dispute") arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party's behalf. Within 14 days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than 30 days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute.

B. Arbitration. If the parties are unable to resolve any Dispute by mediation, then the parties (including the Brokers) shall submit the Dispute to binding arbitration before a single arbitrator. The Dispute will be decided by arbitration in accordance with the applicable arbitration statute and any rules selected by the arbitrator. After an unsuccessful mediation, any party may initiate the arbitration procedure by delivering a written notice of demand for arbitration to the other parties. Within 14 days after the receipt of the written notice of demand for arbitration, the parties shall make a good faith effort to select a qualified arbitrator acceptable to all parties. If the parties are unable to agree upon the selection of an arbitrator, then any party may request any state or federal judge to appoint an arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.
22. CONSULT AN ATTORNEY. This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

Purchaser's attorney:
Name: 
Address: 
Phone: 
Fax: 
Email: 

Seller's attorney:
Name: 
Address: 
Phone: 
Fax: 
Email: 

23. EXHIBITS AND ADDENDA. All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes [check all that apply]:

- [X] Exhibit "A" - Legal Description
- [X] Exhibit "B" - Site Plan
- [X] Exhibit "C" - Information About Brokerage Services
- [X] Exhibit "D" - Release Provisions
- Addendum A - Schedule of Personal Property
- Addendum B-1 - Third Party Financing
- Addendum B-2 - Seller Financing
- Addendum B-3 - Existing Loan
- Addendum C - Disclosure Notice
- Addendum D - Lead Based Paint
- Addendum E - Additional Provisions
- Addendum F

24. CONTRACT AS OFFER. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party by the earlier of this date ___ or the date that is 10 days after the date this Contract is executed by the first party, then that offer will be deemed to have been automatically withdrawn, in which case the Earnest Money, if any, will be returned to Purchaser. Any acceptance of an offer that has been withdrawn will be effective only if the party that withdrew the offer subsequently agrees to the acceptance either in writing or by course of conduct.

25. ADDITIONAL PROVISIONS. [Additional provisions may be set forth below or on any attached Addendum].

A. Exhibit "D" Release Provisions:
   "D" 1) No credit toward first (2) tracts released for Purchaser's down payment.
This Contract is executed to be effective as of the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company (the Effective Date).

SELLER:
South Mayfield, L.P.
By Warehouse Holdings, G.P., Inc.
Its General Partner
By: (Signature) ____________________________
Name: Ron Walden
Title: V.P.
Date of Execution: 10/10/17

PURCHASER:
Huey Investments, Inc., and/or Assigns
By: (Signature) ____________________________
Name: Douglas E. Huey
Title: President
Date of Execution: 10/20/17

By: (Signature) ____________________________
Name: ________________________________
Title: ________________________________
Date of Execution: ______________________

PRINCIPAL BROKER:
R. Walden & Associates, Inc.
By: (Signature) ____________________________
Name: R. Walden
Title: President
Address: 777 E. 15th St., Ste. 202
Plano, TX 75074
Phone: (214)405-0775
Fax: (972)423-3116
Email: Ronwalden202@aol.com
TREC License No.: ________________________

COOPERATING BROKER:
By: (Signature) ____________________________
Name: ________________________________
Title: ________________________________
Address: ________________________________
Phone: ________________________________
Fax: ________________________________
Email: ________________________________
TREC License No.: ________________________

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TITLE COMPANY RECEIPT: The Title Company acknowledges receipt of this Contract on October 20, 2017 (the Effective Date). Upon receipt of the Earnest Money, the Title Company accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

Republic Title Company of Texas, Inc.

By: (Signature) [Signature]

Name: Patti Windle

Title: Sr. Vice President

Address: 2626 Howell St., 10th Floor

Dallas, TX 75204-4064

Phone: 214.754.7772

Fax: 972.516.2525

Email: pwindle@republictitle.com

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NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
EXHIBIT "A" TO COMMERCIAL CONTRACT OF SALE
LEGAL DESCRIPTION

Property address or description:
8.088 Acres more or less, northwest corner of Matlock Rd. and Bardin Rd., Arlington, TX
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
ADDENDUM B-2 TO COMMERCIAL CONTRACT OF SALE
SELLER FINANCING

Property address or description:
8.088 Acres more or less, northwest corner of Mallock Rd. and Bardin Rd., Arlington, TX

1. Promissory Note. At the Closing, Purchaser shall execute and deliver a promissory note (the "Note") payable to the order of Seller in the amount of $ 800,000.00 with interest at Five Point Zero percent (5.000%) per annum, and payable upon the following terms and conditions:

A. In one payment due in full on ______________ together with accrued interest.

B. Amortized over 25 years in installments of $ __________________, including interest, plus interest, beginning Ninety (90) days after the date of the Note and continuing at regular quarterly intervals thereafter for 5 years, when the entire unpaid principal balance of the Note and the accrued unpaid interest will then be due and payable.

C. Interest only in ______________ installments beginning after the date of the Note for the first ______ years and continuing thereafter in ______________ installments of $ __________________, including interest, plus interest, beginning ______________ after the date of the Note and continuing at regular ______ intervals thereafter for ______ years, when the entire unpaid principal balance of the Note and the accrued unpaid interest will then be due and payable.

2. Limit of Personal Liability. [To limit personal liability under the Note, check this box]:

☐ The Note will contain nonrecourse provisions limiting Purchaser's personal liability. The noteholder will look only to the collateral provided by the Vendor's Lien, the Deed of Trust and Assignment of Leases to enforce the payment of the indebtedness and will not seek a deficiency against Purchaser, except for: (1) failure to pay property taxes; (2) misapplication of insurance proceeds or condemnation awards (to the extent not applied to restore the Property or pay the Note); (3) misapplication of prepaid rents (to the extent not applied to pay operating expenses of the Property or pay the Note); and (4) security deposits (to the extent received by Purchaser and not paid to the noteholder or property refunded to tenants). Any nonrecourse provision will not be construed to impair the rights of noteholder to foreclose upon the liens securing the Note.

3. Security. The Note will be secured by a Vendor's Lien, a Deed of Trust and an Assignment of Leases. The Note may be prepaid in whole or in part at any time without penalty. Any prepayments are to be applied to the payment of the installments of principal last maturing, and interest will cease on the prepaid principal. The lien securing payment of the Note will be inferior to any lien securing any other promissory note described in this Contract. If an Owner Policy of Title Insurance is furnished, Purchaser shall furnish Seller with a Loan Policy of Title Insurance, and the additional premium for simultaneous issuance of the loan policy will be paid by Purchaser. The Deed of Trust securing the Note will include a provision that any act or occurrence that would constitute default under the terms of any superior lien will constitute a default under the Deed of Trust securing the Note. The Deed of Trust will contain provisions for acceleration of maturity in the event of default or, at the noteholder's option, in the event all or part of the Property is sold, transferred, or further

[Signature]
encumbered without the prior written consent of the noteholder. The Deed of Trust will include a provision for the payment of reasonable attorney's fees if the Note is placed in the hands of an attorney for collection.

quarterly

4. Payments. The Deed of Trust will provide for Purchaser to deposit in escrow with the noteholder additional monthly amounts equal to one-twelfth of the total annual costs of ad valorem taxes, casualty insurance premiums, property owners' association dues, and any other assessments on the Property. If any payments on the Note are not made when due, Seller may, at Seller's option, impose a late fee on any payment that is more than 10 days past due in an amount not to exceed 5% of the past due amount, but in any event not to exceed the maximum amount allowed by law. A late charge may be imposed only once on each past due payment. Payments received by the noteholder will be applied first to any late fees, second to escrow payments due, third to accrued and unpaid interest, and last to the unpaid principal balance of the Note.

5. Credit Approval. To establish Purchaser's creditworthiness, Purchaser will deliver to Seller the following information ("Purchaser's Financial Documentation") within seven days after the Effective Date of this Contract:

(a) verification of employment, including salary, if Purchaser is an individual;
(b) verification of funds on deposit in financial institutions;
(c) current financial statements including a balance sheet and an income statement;
(d) a credit report, or authorization for Seller to obtain a credit report;
(e) tax returns for the preceding three years; and
(f) ____________________________

If Purchaser does not timely deliver Purchaser's Financial Documentation, or Seller determines, in Seller's sole discretion, that Purchaser's creditworthiness is not acceptable, Seller may terminate this Contract by giving a written notice to Purchaser on or before the date that is 21 days after the Effective Date, in which case the Earnest Money will be returned to Purchaser. If Seller does not timely terminate this Contract under this section, Seller will be deemed to have accepted Purchaser's credit.
This Disclosure Notice (this "Notice") is a statement by Seller of the condition of the Property made as of the date of this Contract. This is not a substitute for any inspections Purchaser may make or for warranties that may be made by others. **To best of Seller's knowledge**, other than disclosed by Seller in this Notice: (1) the Property does not have any material latent, structural, or construction defects; (2) the Property is not contaminated with Hazardous Materials in violation of applicable laws and regulations; (3) none of the improvements on the Property has been constructed of materials known to be a potential health hazard to occupants of the Property; and (4) the following information is true and correct in all material respects, and Seller has included any material fact concerning the Property of which Seller is aware. These representations are not warranties or guarantees by Seller. Seller authorizes the Brokers to disclose to Purchaser all information about the condition of the Property whether disclosed to the Brokers by Seller orally or in writing (by this Notice or otherwise), or otherwise discovered. Seller shall advise Purchaser and the Brokers of any other material fact or condition, not reported here, that may arise or become known to Seller before the Closing. These representations are made by Seller only and are not representations of the Brokers. Seller acknowledges that Purchaser and the Brokers will be relying upon the accuracy and completeness of this information.

Please answer all questions. If the answer to any question is "Yes," explain on a separate sheet.

1. **Buildings and Improvements.** Are there any defects or repairs needed to the following?
   a. Roof, parapets, flashing, penetrations, chimneys, skylights
   b. Air conditioning, refrigeration, heating, ventilating systems, air ducting, fans
   c. Foundation piers, slabs, grade beams, footings, retaining walls
   d. Floors, interiors, floor coverings, ceilings, millwork, partitions
   e. Exterior walls, curtain walls, weather proofing, caulking
   f. Structural components, columns, trusses, beams, bracing
   g. Electrical systems, wiring, lighting, fixtures and equipment
   h. Plumbing systems, piping, drains, valves, fixtures and equipment
   i. Elevators, escalators, overhead doors, other built-in mechanical equipment
   j. Windows, doors, plate glass, canopies, other architectural features
   k. Parking areas, driveways, steps, walks, curbs and other pavements
   l. Landscaping, irrigation systems, embankments, fences, signage

2. **Hazardous Materials.** Have there been any Hazardous Materials:
   a. Released or deposited on or under or about the Property, or leaking on or from the Property?
   b. Used in the construction of the Improvements or in finishing materials?
   c. Released or deposited on or leaking from other properties contiguous to the Property?
   a. Are there any material soil, geological, groundwater, or foundation problems?
      N/A  YES  NO  UNKNOWN
   b. Are there underground storage tanks or leaking pipes on the Property?
   c. Is the Property situated in a wetland or over a garbage dump or waste landfill?

4. Special Conditions.
   a. Are there any public or private easements or agreements for utilities or access?
      N/A  YES  NO  UNKNOWN
   b. Is the Property flood prone or located in a 100-year flood plain?
   c. Are there any violations of building codes, zoning ordinances, EPA regulations, OSHA regulations, or Texas Commission on Environmental Quality rules?
   d. Are there any violations of Deed Restrictions covering the Property?
   e. Are there any threatened condemnations by public authorities or utility companies, including planned streets, highways, railroads, utilities, or development projects?
   f. Is the Property located in a historical district or planned development district?
   g. Is the Property in any special zoning district or under a specific use permit?
   h. Are there any pending changes in zoning or in the physical condition of the Property?
   i. Is the Property subject to membership in a property owners association or dues?


4. a., b. – Survey will disclose easements and 100 year floor plan
NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
ADDITIONAL PROVISIONS TO COMMERCIAL CONTRACT OF SALE

Property address or description:
8.088 Acres more or less, northwest corner of Matlock Rd. and Bardin Rd., Arlington, TX

See Page 22 of Contract
FIRST AMENDMENT
TO
COMMERCIAL CONTRACT OF SALE

THIS FIRST AMENDMENT TO COMMERCIAL CONTRACT OF SALE (this "Amendment") is made and entered into as of the 21st day of December, 2018, by and between SOUTH MAYFIELD, L.P. a Texas limited partnership (the "Seller"), and HUEY INVESTMENTS, INC., a Texas corporation (the "Purchaser").

RECITALS:

A. Purchaser and Seller have entered into a certain Commercial Contract of Sale dated effective as of October 20, 2017, the "Contract"), providing for the sale and purchase of 8,088 acres, more or less, located at the northwest corner of Matlock Road and Bardin Road, in the City of Arlington, Tarrant County, Texas (the "Property") more particularly described in the Contract.

C. Purchaser and Seller desire to amend the Contract in certain respects.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Purchaser and Seller agree as follows.

1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Contract. Except as amended herein, the terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this Amendment and Reinstatement, this Amendment and Reinstatement shall govern and control.

2. Additional Earnest Money. Contemporaneously with the execution of this Amendment, Purchaser shall deposit with the Title Company the sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) as "Additional Earnest Money" (herein so called). The Additional Earnest Money, together with the original $5,000.00 currently being held in escrow by the Title Company pursuant to the Contract shall hereinafter constitute the "Earnest Money". The Earnest Money shall be non-refundable except in the event of a default by Seller or the occurrence of a condemnation, but shall be applicable to the Purchase Price at Closing. Upon deposit of the Additional Earnest Money, all of the Earnest Money will be released to the Seller.

3. Dates and Time Periods. Notwithstanding anything to the contrary in the Contract, all time periods for performance provided under the Contract shall run forward for the same number of days as if the effective date of the Contract was the date of this Amendment.

4. Seller Financing. Section 1 of Addendum B-2 - Seller Financing attached to and made a part of the Contract entitled "Promissory Note" is hereby amended to delete "interest at five point zero percent (5.000%) per annum" and replace it with "six percent (6%) per annum."
5. **Survey.** Section 5.A. of the Contract is amended in the following respects:

   a) Notwithstanding anything to the contrary in Section 5.A. of the Contract, Seller agrees to obtain an ALTA land title boundary survey of the Property prepared by a surveyor licensed in the State of Texas, certified to Purchaser, Seller and the Title Company, sufficient to amend the standard boundaries and encroachments exception to “shortages in area”.

   b) At Closing, Seller shall give Purchaser a credit against the Purchase Price for the lesser of (i) the actual cost of the survey and (ii) $7,500.00.

6. **Consent to Third Party Contract or Assignment.** Notwithstanding anything to the contrary in the Contract, Seller agrees that Purchaser shall be permitted, during the executory period of the Contract, to (a) enter into a contract or contracts to sell the Property to a third party or (b) assign the Contract to a third party for consideration, in which case Seller shall not be entitled to any of such consideration for such assignment or the proceeds of the sale of the Property so long as Purchaser or the assignee of Purchaser pays Seller the Purchase Price agreed to herein at Closing; however, Purchaser may not close on a third-party contract until this Contract is closed.

7. **Closing Date.** Section 15. A. of the Contract is hereby amended such that the Closing Date shall be the later of (a) 30 days after the expiration of the Inspection Period or (b) the date that the rezoning ordinance for the Property has been adopted and platting of the Property has been approved by the City Council of the Arlington, but in no event later than 120 days after the expiration of the Inspection Period.

8. **Binding Agreement.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9. **Ratification.** The Contract, as restated and amended hereby, is in full force and effect and is hereby ratified, adopted and confirmed as hereby amended.

10. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Delivery of an executed counterpart of this Amendment electronically or by telecopy shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Amendment electronically or by telecopy shall also deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Amendment. Signature, initial and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one (1) executed document.
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SELLER:

SOUTH MAYFIEL, L.P.
a ______________ limited partnership

By: Warehouse Holdings G.P., Inc.
a ______________ corporation,
its general partner

By: __________________________
    Ron Walden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: __________________________
    Douglas E. Huey, President
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and
year first above written.

SELLER:

SOUTH MAYFIELD, L.P.
a limited partnership

By: Warehouse Holdings G.P., Inc.
a corporation,
its general partner

By:
Ron Warden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: Douglas E. Huey, President
SECOND AMENDMENT TO COMMERCIAL CONTRACT OF SALE

THIS SECOND AMENDMENT TO COMMERCIAL CONTRACT OF SALE (this “Amendment”) is made and entered into as of the 28th day of January, 2019, by and between SOUTH MAYFIELD, L.P., a Texas limited partnership (the "Seller"), and HUEY INVESTMENTS, INC., a Texas corporation (the “Purchaser”).

RECITALS:

A. Purchaser and Seller have entered into a certain Commercial Contract of Sale dated effective as of October 20, 2017, the “Original Contract”), providing for the sale and purchase of 8,088 acres, more or less, located at the northwest corner of Matlock Road and Bardin Road, in the City of Arlington, Tarrant County, Texas (the “Property”) more particularly described in the Contract.

B. Purchaser and Seller amended the Original Contract by First Amendment to Commercial Contract of Sale dated as of December 21, 2018 (the “First Amendment”); the Original Contract, as amended by the First Amendment is hereinafter referred to as the “Contract”.

C. Purchaser and Seller desire to further amend the Contract

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Purchaser and Seller agree as follows.

1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Contract. Except as amended herein, the terms and conditions of the Contract shall remain in full force and effect. In the event of a conflict between the terms of the Contract and the terms of this Amendment, this Amendment shall govern and control.

2. Inspection Period. The first sentence of Section 10.B.(1) of the Contract is hereby deleted in its entirety and replaced with the following: “Purchaser shall have until April 1, 2019 (the “Inspection Period”) to inspect the Property and conduct studies regarding the Property.”

   a) "Inspection Period Extensions. Purchaser shall have the right to extend the Inspection Period for two (2) additional periods: (1) until June 1, 2019, and (2) until August 1, 2019. Purchaser must request the applicable extension period by delivering to the Title Company, prior to the expiration of the Inspection Period or the current extension period, as applicable, written notice thereof, along with $10,000.00 (the “Extension Payment”). The Extension Payments shall be non-refundable absent a Seller default and applied to the Purchase Price at Closing. Any Extension Payment paid by Purchaser to the Title Company shall be immediately released by the Title Company to the Seller."
b) Characterization and Disposition of Earnest Money and Extension Payments. The Earnest Money and any Extension Payment, if and when paid to Seller, shall be non-refundable to Purchaser, unless Seller defaults at Closing, in which event the terms of Section 16.A. of the Contract shall apply. The Earnest Money and any Extension Payments shall be applied to the Purchase Price at Closing, but if Closing does not occur due to the default of Purchaser or due to Purchaser’s termination of this Contract for any reason other than Seller’s default at Closing, Seller may retain The Extension Payments theretofore made to Seller as consideration for entering into the Contract and allowing Purchaser to conduct its inspections, studies and assessments of the Property under the Contract.”

3. Closing. Section 15. of the Contract is hereby deleted in its entirety and replaced with the following: “The Closing of the sale will be on or before thirty (30) days after the expiration of the Inspection Period, subject extension as provided in this Amendment below (the “Closing Date”). Purchaser shall have a one time right to extend the Closing Date to November 1, 2019 (the “Closing Extension”). Purchaser must request the Closing Extension by delivering to Seller, prior to the expiration of the original Closing Date, written notice thereof, along with $10,000.00 (the “Closing Extension Fee”). The Closing Extension Fee shall not be applied to the Purchase Price at Closing and may be retained by Seller regardless of whether the closing occurs, unless Seller defaults at Closing, in which event the terms of Section 16.A. of the Contract shall apply. The Closing Extension Fee paid by Purchaser to the Title Company shall be immediately released by the Title Company to the Seller.

4. Re-Zoning. Prior to the expiration of the Inspection Period, as same may be extended as set forth in Section 2.a) of this Amendment, the Property shall be appropriately zoned for the intended use of Purchaser. Any change in zoning must be accomplished by Purchaser at its sole cost and expense. Within three (3) days after the date the Property is rezoned for Purchaser’s use, Purchaser shall pay to Seller a “Rezoning Fee” (herein so called) in the amount of $10,000.00. The Rezoning Fee shall be non-refundable to Purchaser and shall be applied to the Purchase Price at Closing; provided, however, if Closing does not occur due to the default of Purchaser or due to Purchaser’s termination of this Contract for any reason other than Seller’s default at Closing, Seller may retain the Rezoning Fee to cover Seller’s costs to rezone the Property to its former classification.

5. Closing Conditions. The following is added to the Contract as Section 10.D: “Conditions Precedent” In the event that any condition precedent in this Section 10.D is not satisfied by the date specified in this Section 10. D., Purchaser shall have the right to (a) extend the time for performance of such condition precedent up to fifteen (15) days and the Closing will be extended as necessary, but in no event shall Closing occur later than November 1, 2019; or (b) terminate the Contract by delivering written notice thereof to Seller.

a) Subdivided. Prior to the expiration of the Inspection Period, as same may be extended as set forth in Paragraph 2.a), 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 the end of the Inspection Period, as same may be extended as set forth in Section 2.a) above, Purchaser 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 Purchaser other than standard "tap in" fees.

c) **Governmental Approvals.** Prior to the expiration of the Inspection Period, as same may be extended as set forth in Section 2.a) above, Purchaser shall have received all necessary and customary governmental approvals necessary for Purchaser 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 Purchaser in its sole discretion.

<table>
<thead>
<tr>
<th>Performance Date</th>
<th>Beginning Date</th>
<th>Expiration Date</th>
<th>Amount of Deposit</th>
<th>Amount Applicable to Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Date</td>
<td>October 20, 2017</td>
<td></td>
<td>$5,000.00</td>
<td>YES</td>
</tr>
<tr>
<td>Second Deposit</td>
<td>December 2018</td>
<td>21, 2018</td>
<td>$20,000.00</td>
<td>YES</td>
</tr>
<tr>
<td>Inspection Period</td>
<td>December 2018</td>
<td>21, April 1, 2019</td>
<td></td>
<td>If Purchaser terminates all EM refunded. If Purchaser does not terminate, all earnest money delivered to Seller.</td>
</tr>
<tr>
<td>Survey</td>
<td>March 1, 2019</td>
<td>February 7, 2019</td>
<td>30 days after receipt of title commitment, exception documents and survey</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>--------------</td>
<td>------------------</td>
<td>------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Seller's response to Title Objections</td>
<td>15 days after receipt of Objections.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchaser's right to terminate or waive objections</td>
<td>5 days after the 15 day period immediately above terminates</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Extension Payment for First Extension</td>
<td>April 1, 2019</td>
<td>$10,000.00 Extension Fee</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>First Extension of Inspection Period</td>
<td>April 2, 2019</td>
<td>June 1, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery Date for Extension Payment for Second Extension of Inspection Period</td>
<td>June 1, 2019</td>
<td>$10,000.00</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Second Extension to Inspection Period</td>
<td>June 2, 2019</td>
<td>August 1, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property is rezoned by Purchaser</td>
<td>Date of Rezoning</td>
<td>$10,000.00</td>
<td>YES</td>
<td></td>
</tr>
<tr>
<td>Closing Date</td>
<td>August 31, 2019</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery of Closing Extension Fee</td>
<td>August 1, 2019</td>
<td>$10,000.00</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Closing Extension</td>
<td>September 1, 2019</td>
<td>November 1, 2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Last Day to Close</td>
<td>November 1, 2019</td>
<td>If Purchaser closes, the balance of Purchase Price delivered to Seller. If Closing does not occur, there will be no further amounts delivered or paid.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------</td>
<td>------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. **Timeline of Contract.** If the Project to be developed on the Property,

a) is unable to obtain support from City Council or other pertinent elected officials as required for the financing of the project, OR,

b) if Purchaser does not meet the below "**Target Dates**" (herein so called and listed in Section 7 of this Amendment), then Purchaser and Seller agree to a revised timeline for the Contract within thirty (30) days, then Purchaser will exercise its First and Second Extensions and the Closing Extension as needed and will pay Seller the applicable Extension Payments and Closing Extension Fee, as applicable. If a mutually acceptable timeline is not agreed upon, then Seller may terminate the contract and retain the Earnest Money and all Extension Payments and the Closing Extension Payment theretofore paid to Seller.
7. **Target Dates.**

a) Meet with elected officials within 30 days.
b) Prepare project description within 30 days
c) Pre-application due 1/09/19
d) Survey due 3/1/19
e) City Council support 3/1/19
f) Final application due 3/1/19
g) Third party reports due 4/1/19
h) State Representative Tony Tinderholt support 4/1/19

8. **Right to Terminate.** Purchaser shall have the right to terminate the Contract at any time prior to Closing, subject to the terms of hereof regarding the Earnest Money, the Extension Payments and Closing Extension Fee.

9. **Binding Agreement.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. **Ratification.** The Contract, as restated and amended hereby, is in full force and effect and is hereby ratified, adopted and confirmed as hereby amended.

11. **Miscellaneous.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Delivery of an executed counterpart of this Amendment electronically or by telecopy shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Amendment electronically or by telecopy shall also deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Amendment. Signature, initial and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one (1) executed document.
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SELLER:

SOUTH MAYFIELD, L.P.,
a Texas limited partnership

By: Warehouse Holdings G.P., Inc.
a Texas corporation,
its general partner

By: ________________________________
    Ron Walden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: ________________________________
    Douglas E. Huey, President
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

SELLER:

SOUTH MAYFIELD, L.P.,
a Texas limited partnership

By: Warehouse Holdings G.P., Inc.
a Texas corporation,
its general partner

By: [Signature]
Ron Walden, Vice President

PURCHASER:

HUEY INVESTMENTS, INC.,
a Texas corporation

By: [Signature]
Douglas E. Huey, President
Title revision for Bardin

Jordan Gronholz <Jordan.Gronholz@stewart.com>  Fri, Mar 1, 2019 at 10:14 AM
To: "Deepak P. Sulakhe" <dsulakhe@omhousing.com>, Alyssa Carpenter <ajcarpen@gmail.com>
Cc: Carol Erick <Carol.Erick@stewart.com>, Ron Salamie <rsalamie@coletx.com>

Attached please find the Revised Title Commitment.

Thank you,

Jordan

PLEASE NOTE OUR ADDRESS CHANGE BELOW...

JORDAN GRONHOLZ

North Texas Division

Stewart Title Company
15950 Dallas Parkway (Suite 100) – South Tower

Dallas, TX 75248
(214) 473-5425

jordan.gronholz@stewart.com | www.stewart.com/dfw

stewart title

Real partners. Real possibilities.™

NYSE: STC
CALL BEFORE YOU WIRE

Stewart Title requests you CALL TO VERIFY

This email message is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Carol Erick
Sent: Friday, March 01, 2019 8:04 AM
To: Deepak P. Sulakhe <dsulakhe@omhousing.com>; Ron Salamie <rsalamie@coletx.com>; Jordan Gronholz <Jordan.Gronholz@stewart.com>
Cc: Alyssa Carpenter <ajcarpen@gmail.com>
Subject: RE: Title revision for Bardin

Will do!

PLEASE NOTE OUR NEW ADDRESS BELOW:

OUR PHONE NUMBERS REMAIN THE SAME.

Thank you!

CAROL ERICK | Senior Vice President – Commercial Escrow Officer
Office: 214.556.5487  Direct: 214.473-5414
Email: Carol.Erick@stewart.com

Stewart Title | 15950 Dallas Parkway | Suite 100 | Dallas, TX 75248
Office: (214) 556-5487 | Direct: (214)-473-5414 | eFax: (833-431-4776)
Don’t be a Victim of Wire Fraud!

Please bring your wiring instructions to closing.

Prior to wiring funds to Stewart Title - CALL to confirm our wiring instructions. Please DO NOT rely on emailed wiring instructions.

From: Deepak P. Sulakhe [mailto:dsulakhe@omhousing.com]
Sent: Thursday, February 28, 2019 11:39 PM
To: Ron Salamie <rsalamie@coletx.com>; Carol Erick <Carol.Erick@stewart.com>; Jordan Gronholz <Jordan.Gronholz@stewart.com>
Cc: Alyssa Carpenter <ajcarpen@gmail.com>
Subject: [External] Title revision for Bardin

Ron:

Could you send updated legal description in word?

Carol, once you have it, can you update Title Commitment for AT Bardin Apartments Housing, LP and send to above group? Make sure to copy Alyssa …

Thanks.
Sincerely,

Deepak P. Sulakhe

Off: (214) 432-7610
Cell: (214) 632-1565
Fax (214) 594-9753
Email: dsulakhe@omhousing.com

Please consider the environment before printing this e-mail.

Revised Title Commitment (3.1.19).pdf
1590K
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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 insures 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.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Authorized Countersignature
Stewart Title Company
17304 Preston Rd, Ste 110
Dallas, TX 75252

Matt Morris
President and CEO

Denise Carraux
Secretary

For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
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 insuree 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.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
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) 490-1007

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) 490-1007
Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 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.


**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

**ISSUED BY**  
STEWARD TITLE GUARANTY COMPANY

<table>
<thead>
<tr>
<th>File No.: 342828</th>
<th>Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>January 1, 2019 at 8:00AM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLOSER: Carol Erick</th>
<th>Issued:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>March 1, 2019 9:04AM</td>
</tr>
</tbody>
</table>

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: $2,350,763.00  
      PROPOSED INSURED: AT Barding 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:

   South Mayfield Limited partnership, a Texas limited partnership

4. Legal description of land:

   See Exhibit "A" Attached Hereto
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWARD TITLE GUARANTY COMPANY

File No.: 342828


BEGINNING AT A 5/8-INCH IRON ROD WITH CAP MARKED "BHB INC" FOUND IN THE NORTH MARGIN OF WEST BARDIN ROAD, FOR THE SOUTHWEST CORNER OF SAID LOT 10R-2;


THENCE WITH THE SOUTH LINE OF SAID LOT 7 AND LOT 9-R-1 OF SAID LOTS 7, 9-R-1 AND 9-R-2, J.L. NEWTON ADDITION, THE NORTH LINE OF SAID LOT 10R-2, NORTH 89 DEGREES 21 MINUTES 47 SECONDS EAST, A DISTANCE OF 469.96 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHERLY NORTHEAST CORNER HEREOF;

THENCE ACROSS SAID LOT 10R-2, SOUTH 00 DEGREES 52 MINUTES 52 SECONDS EAST, AT A DISTANCE OF 30.00 FEET PASSING A 5/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 10R-1 & LOT 10R-2, J.L. NEWTOWN ADDITION, AND AN INTERIOR CORNER OF SAID LOT 10R-2, CONTINUING WITH THE WEST LINE OF SAID LOT 10R-1 AND THE WESTERLY EAST LINE OF SAID LOT 10R-2, A TOTAL DISTANCE OF 280.00 FEET TO AN "X" IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 10R-1, AN INTERIOR CORNER OF SAID LOT 10R-2 AND AN INTERIOR CORNER HEREOF;


THENCE ALONG THE WEST MARGIN OF SAID MATLOCK ROAD, WITH THE EAST LINE OF SAID LOT 10R-2, WITH A CURVE TO THE LEFT WITH A RADIUS OF 485.00 FEET, DELTA ANGLE OF 02 DEGREES 55 MINUTES 04 SECONDS, ARC LENGTH OF 24.70 FEET, AND CHORD Bearing AND DISTANCE OF SOUTH 00 DEGREES 49 MINUTES 04 SECONDS WEST 24.70 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE POINT OF TANGENCY OF SAID CURVE TO THE LEFT, CONTINUING SOUTH 00 DEGREES 38 MINUTES 28 SECONDS EAST, A DISTANCE OF 138.55 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "COLE" SET FOR A SOUTHEAST CORNER HEREOF;

THENCE ACROSS SAID LOT 10R-2, SOUTH 89 DEGREES 22 MINUTES 55 SECONDS WEST, A DISTANCE OF 235.15 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "COLE" SET FOR AN INTERIOR CORNER HEREOF;

THENCE CONTINUING ACROSS SAID LOT 10R-2, SOUTH 00 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 138.07 FEET TO A 5/8-INCH IRON ROD WITH CAP MARKED "COLE" SET IN THE NORTH MARGIN OF SAID WEST BARDIN ROAD, FOR THE SOUTHERLY SOUTHEAST CORNER HEREOF;

THENCE ALONG THE NORTH MARGIN OF SAID WEST BARDIN ROAD, WITH THE SOUTHERLY LINES OF SAID LOT 10R-2, SOUTH 87 DEGREES 37 MINUTES 31 SECONDS WEST, A DISTANCE OF 127.73 FEET TO 1/2-INCH
COMMITTMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

IRON ROD FOUND, AND SOUTH 89 DEGREES 34 MINUTES 12 SECONDS WEST, A DISTANCE OF 341.17 FEET TO
THE PLACE OF BEGINNING AND CONTAINING 312,784 SQUARE FEET OR 7.181 ACRES OF LAND.

BEARINGS ARE REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE

MAP & DOCS

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL
PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON
THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO
LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING
THE CONTENTS OF OR ACCURACY OF THE MAP.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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 date or delete this exception.):

   Recorded in/under Volume 14429, Page 188, Real Property Records; and Cabinet A, Slide 6223, Map/Plat Records, Tarrant County, Texas. (Provisions, if any, based on race, color, religion, sex, handicap, familial status or national origins are nullified.)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

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 2019 and subsequent years.")

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

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the 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.)

File No.: 342828
Form T-7 Commitment for Title Insurance Rev. 1-3-14
Page 4 of 9
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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) Rights of parties in possession. (Owner Title Policy only)

   b) Easements as shown on plat recorded in/under Cabinet A, Slide 6223, Map/Plat Records, Tarrant County, Texas.

   c) Easement, Right of Way and/or Agreement by and between Spies-Roberts, Inc. and Texas Electric Service Company, by instrument dated 2/18/1982, filed 4/15/1982, recorded in/under Volume 7278, Page 1811, Real Property Records, Tarrant County, Texas.


   f) 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.

   g) An oil, gas and mineral lease dated 8/15/2008, filed 11/4/2008, executed by South Mayfield Limited Partnership, a Texas limited partnership, lessor, in favor of Hott Resources, LLC, a Texas limited liability company, lessee, recorded in/under Clerk's File No. D208415513, Real Property Records, Tarrant County, Texas. Surface rights are waived therein.


   i) Terms, conditions, provisions and stipulations of Ingress/Egress Easement Agreement, by and between South Mayfield Limited Partnership, a Texas limited partnership and Mesquite Creek Development, Inc., a Georgia corporation, dated 7/12/2000, filed 7/14/2000, recorded in/under Volume 14429, Page 189, Real Property Records, Tarrant County, Texas.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

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

2. Satisfactory evidence must be provided that:
   • no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   • all standby fees, taxes, assessments and charges against the property have been paid,
   • 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 materialman’s liens have attached to the property,
   • there is legal right of access to and from the land,
   • (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. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. Privileged Lien by the City of Arlington, for mowing, in the amount of $354.08, filed 12/18/2018, recorded in/under Clerk’s File No. D218275740, Real Property Records, Tarrant County, Texas.

7. Company requires that the record owner execute an Affidavit as to Debts and Liens evidencing the fact that no mortgages or other indebtedness affect the property in question.

8. Company requires a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. Company requires all general partners to join in and evidence of the consent of all limited partners to the closing of this transaction, where appropriate.

9. Title is vested as shown above. The applicant seller(s) is/are Huey Investments, Inc.. Company is to be furnished with a properly executed documents from South Mayfield Limited Partnership, a Texas partnership to applicant sellers. Upon our inspection and approval, same will be placed of record. Our Policy will be subject to the conditions contained therein, if any.

10. NOTE: For Information Purposes Only, the vesting on Schedule A as per document recorded in Volume 13476, Page 112, Real Property Records of Tarrant County, Texas.

11. REQUIREMENT: Title Company requires Assignment of Contract from OM Housing, LLC to AT Bardin Housing, LP.
COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 342828

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 Vishnevetsky, 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 Information Services Corporation - 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, and 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:

<table>
<thead>
<tr>
<th>Owner's Policy</th>
<th>$12,020.00</th>
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<tbody>
<tr>
<td>Loan Policy</td>
<td></td>
</tr>
<tr>
<td>Endorsement Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$12,020.00</td>
</tr>
</tbody>
</table>

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:
**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

**ISSUED BY**

STEWART TITLE GUARANTY COMPANY

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom (or</th>
<th>%)</th>
<th>For Service</th>
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</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."
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. Tab 11, Site Information III – Complete the Site Acreage section of the form.

2. Tab 12, Earnest Money Receipts – Do you have the earnest money receipts for $2,500 for the contract where AT Barding Housing, LP is the purchaser and $5,000 for the contract where Huey is the purchaser?

3. Tab 22, Site Plan – The common area wasn’t given on the Site Plan, the statement about “no floodplain” was not on the Site Plan and the compliant accessible route appears to only run from parking lot to parking lot, based on the symbol assigned in the legend. Please correct and/or explain each of these.

4. Tab 22, Building Floor Plans – Tabulation of breezeways, corridors, utility closets, porches and patios and any other square footage not included in NRA were not given on the plans. Please correct or explain this.

5. Tab 22, Elevations – Missing the percentage of exterior composition materials.

6. Tab 35, City of Arlington Contribution – The city did not state what form the $500 contribution would take. Provide the missing information.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the
satisfaction of the Department by 5pm Austin local time on the fifth business day following
the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin
local time on the seventh business day will be suspended from further processing, and the
Applicant will be notified to that effect, until the deficiencies are resolved. If, during the
period of time when the Application is suspended from review, Direct Loan funds become
oversubscribed, the Applicant will be informed that unless the outstanding item(s) are
resolved within one business day the Application will be terminated. For purposes of
priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one
business day, the date by which the item is submitted shall be the new received date
pursuant to §13.5(c) of the 2019 Multifamily Direct Loan Rule. Applicants should be
prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise,
submit all documentation at the same time and in only one file using the Department’s Serv-
U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please
email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS
submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-
3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at
(512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform
Multifamily Rules as they apply to due diligence, applicant responsibility, and the
competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 31,
2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal
programs through for-profit, nonprofit, and local government partnerships to strengthen
communities through affordable housing development, home ownership opportunities,
weatherization, and community-based services for Texans in need. For more information, including
current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.
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 #19319 – Bardin 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 #19319.

In Section 11.204(10) an Applicant is required to submit evidence that the Development Owner has Site Control and proof of consideration in the form specified in the contract. After a complete review of the final application submitted to TDHCA we are not able to locate the Site Control nor proof of consideration. Based on lack of documentation submitted, Application #19319-Bardin Apartments should be subject to an Administrative Deficiency and ultimately terminated.

In Section 11.204(12) an Applicant is required to submit a title commitment or title policy that includes a legal description that is consistent with the Site Control. It must also list the name of the Development Owner as the proposed insured or show the ownership of the Development Site is vested in the name of the Development Owner. After a complete review of the final application submission we are not able to locate the title commitment or title policy. Based on lack of documentation submitted, the Application #19319-Bardin Apartments should be subject to an Administrative Deficiency and ultimately 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
Consecutive Page Numbers 117-119 in the Full Application Submission reflects the required supporting documentation for Site Control – Sales Contract and Title Commitment was not submitted.
2019 HTC
Full Application

Part 2 Tab 12
Increase in Eligible Basis
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