2019 Multifamily Uniform Application
2019

9% HOUSING TAX CREDIT
APPLICATION

TDHCA APPLICATION #19327
Edison Lofts

Houston, TX
Development Name: Edison Lofts

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(1) 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.

EAF Edison 19 LP (tbf)

Applicant Entity Name

By: Donna Rickenbacker

Signature of Authorized Representative

Donna Rickenbacker

Printed Name

Authorized Representative

Title

February 27, 2019

Date

Sworn to and subscribed before me on the 27 day of February, 2019

by Donna Rickenbacker

(Personalized Seal)

Notary Public Signature

TEXAS

Notary Public, State of

HARRIS

County of

03/08/2020

My Commission Expires:

2/27/2019

Date

2/16/2019
Required for Tax Exempt Bond Developments only

4% Multifamily Housing Tax Credit Program Board Meeting Selection Form

Development Name: ____________________________

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

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

<table>
<thead>
<tr>
<th>Board Meeting Date:</th>
<th>75 Day Deadline:</th>
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<tbody>
<tr>
<td>January 17, 2019</td>
<td>November 2, 2018</td>
</tr>
<tr>
<td>February 21, 2019</td>
<td>December 7, 2018</td>
</tr>
<tr>
<td>March 21, 2019</td>
<td>January 4, 2019</td>
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<tr>
<td>April 25, 2019</td>
<td>February 8, 2019</td>
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<tr>
<td>May 23, 2019</td>
<td>March 8, 2019</td>
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<tr>
<td>June 27, 2019</td>
<td>April 12, 2019</td>
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<tr>
<td>July 11, 2019</td>
<td>April 26, 2019</td>
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<tr>
<td>July 25, 2019</td>
<td>May 10, 2019</td>
</tr>
<tr>
<td>September 5, 2019</td>
<td>June 21, 2019</td>
</tr>
</tbody>
</table>
An Inducement Resolution has been approved by the Bond Issuer and a copy is provided behind Tab 8.
The Certification, Acknowledgement, and Consent of Development Owner is included behind this tab.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Accessibility Requirements**

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

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

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

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

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

_____ 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Donna Rickenbacker

Signature

Donna Rickenbacker

Printed Name

Authorized Representative of Applicant

Title

February 27, 2019

Date

THE STATE OF TExAS §

COUNTY OF HARRIS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of February 2019

(Seal)

Notary Public Signature

[Notary Public Seal]

DANIELA MEDINA
Notary Public, State of Texas
Comm. Expires 03-08-2020
Notary ID 130571843
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 time frame provided by notice from the Department and at least ten (10) days prior to the Board meeting at which the decision for an award is to be made.

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

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

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

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

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

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

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

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

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

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

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

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

By signing this document, the undersigned, in their individual capacity, on behalf of Applicant, whether formed or to be formed, and in all other related capacities described above, is affirming under penalty of Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and subject to criminal penalties as defined by the State of Texas. TEX. PENAL CODE ANN. §§37.01 et seq. (Vernon 2011) and subject to any and all other state or federal laws regarding the making of false statements to governmental bodies or the false statements or the providing of false information in connection with the procurement of allocations or awards that the Application and all materials relating thereto constitute government documents and that the Application and all materials relating thereto are true, correct, and complete in all material respects.
2019 REVISED Applicant Eligibility Certification

By: ________________________________

Signature of Authorized Representative

Robertha LaCharity Carter

Printed Name

Board Member of Edison Arts Foundation, Inc.

Title

February 26, 2019

Date

THE STATE OF Texas

COUNTY OF Fort Bend

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

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

(Seal)

DORIS D. SPENCER

Notary Public Signature

MY COMMISSION EXPIRES December 8, 2019

Page 6 of 6

February 13, 2019
By: Lillian Anthony
Signature of Authorized Representative

Lillian Anthony
Printed Name

Board Member of Edison Arts Foundation, Inc.
Title

February 26, 2019
Date

THE STATE OF Texas
COUNTY OF Ft Bend

Before me, a notary public, on this day personally appeared Lillian Anthony, 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 26 day of February, 2019

(Seal)

DORIS D. SPENCER
Notary Public Signature

February 13, 2019
By: ____________________________

Signature of Authorized Representative

Felecia Peters

Printed Name

Board Member of Edison Arts Foundation, Inc.

Title

February 26, 2019

Date

THE STATE OF Texas

COUNTY OF Hidalgo

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

Felecia Peters, 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 26 day of February, 2019

(Seal)

DORIS D. SPENCER

Notary Public Signature

MY COMMISSION EXPIRES

December 6, 2019
Board Member of Edison Arts Foundation, Inc.,
Title

February 13, 2019
Date

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, a notary public, on this day personally appeared
Dr. Jonita Reynolds, 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 13th day of February, 2019.

(Seal)

Suzanne Kriegel
Notary Public, State of Texas
Comm. Expires 08-24-2020
Notary ID 126667647

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: 

Signature of Authorized Representative

Dawn Hurd
Printed Name

Board Member of Edison Arts Foundation, Inc.
Title

February 26, 2019
Date

THE STATE OF Texas 
COUNTY OF Travis 

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

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

(Seal)

DORIS D. SPENCER
MY COMMISSION EXPIRES December 6, 2019

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: Glenn Bailey, Jr.  
Signature of Authorized Representative

Printed Name

Board Member of Edison Arts Foundation, Inc.  
Title

February 26, 2019  
Date

THE STATE OF Texas  
COUNTY OF Fort Bend

Before me, a notary public, on this day personally appeared Glenn Bailey, Jr., 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 26 day of February, 2019

(Seal)

DORIS D. SPENCER  
MY COMMISSION EXPIRES December 8, 2019

Notary Public Signature
By: [Signature of Authorized Representative]

Kathy Johnson-Green
Printed Name

Board Member of Edison Arts Foundation, Inc.
Title

February 26, 2019
Date

THE STATE OF Texas §
COUNTY OF Ft Bend §

Before me, a notary public, on this day personally appeared Kathy Johnson-Green, 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 26 day of February 2019

(Seal)

[Notary Public Signature]

Page 6 of 6

February 13, 2019
THE STATE OF Texas
COUNTY OF Ft Bend

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

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

(Seal)

DORIS D. SPENCER
Notary Public Signature

December 6, 2019
THE STATE OF Texas
COUNTY OF Fort Bend

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

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

(Seal)

DORIS D. SPENCER
MY COMMISSION EXPIRES
December 8, 2019

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

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

By: ____________________________________

Signature of Authorized Representative

Brandon Hemdon

Printed Name

Board Member of Edison Arts Foundation, Inc.

Title

February 24, 2019

Date

THE STATE OF Texas $  
COUNTY OF Fort Bend $ 

Before me, a notary public, on this day personally appeared Brandon Hemdon, 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 ___ day of February ____, 2019

(Seal)

DORIS D. SPENCER
MY COMMISSION EXPIRES
December 8, 2019

Notary Public Signature
THE STATE OF Texas

COUNTY OF Fort Bend

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

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

(Seal)

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: [Handwritten Signature]

Linda Taylor

Printed Name

Board Member of Edison Arts Foundation, Inc.

Title

February 16, 2019

Date

THE STATE OF Texas

COUNTY OF Fort Bend

Before me, a notary public, on this day personally appeared Linda Taylor, 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 16th day of February, 2019

(Seal)

DORIS D. SPENCER
MY COMMISSION EXPIRES December 8, 2019

Notary Public Signature
By: Angel Patton

Signature of Authorized Representative

Angel Patton

Printed Name

Board Member of Edison Arts Foundation, Inc.

Title

February 20, 2019

Date

THE STATE OF Texas

COUNTY OF El Paso

Before me, a notary public, on this day personally appeared Angel Patton, 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 26 day of February, 2019

(Seal)

DORIS D. SPENCER
MY COMMISSION EXPIRES
December 5, 2019

Notary Public Signature
By:  

Donna W. Rickenbacker

Signature of Authorized Representative

Donna W. Rickenbacker

Printed Name

Sole Member of DWR Development Group, LLC

Title

February 27, 2019

Date

THE STATE OF Texas §

COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February, 2019

(Seal)

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

Notary Public Signature

Page 6 of 6

February 13, 2019
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.

1. Applicant Contact Information
   - **Name:** Donna Rickenbacker
   - **Phone:** (713) 560-0068
   - **Email:** donna@dwrdevelopment.com
   - **Mailing Address:** 6300 West Loop South, Suite 670
     - **Street:** Bellaire
     - **City:** Bellaire
     - **State:** TX
     - **Zip:** 77401

2. Second Contact
   - **Name:** Charity Carter
   - **Phone:** (713) 459-4929
   - **Email:** edisonartsfoundation@gmail.com

3. Consultant Contact *(if applicable)*
   - **Name:** N/A
   - **Email:**
   - **Mailing Address:**
     - **Street:**
     - **City:**
     - **State:**
     - **Zip:**
**Competitive Housing Tax Credit Selection Self-Score-10 TAC§11.9**

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

### Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total** 17

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

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

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

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td>1</td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>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>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
</tr>
<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
<td></td>
</tr>
</tbody>
</table>

**Community Support and Engagement Total** 11

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

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

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

### Point Deductions

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

**Total Application Self Score** 122
### Site Information Form Part I

**Self Score Total:** 122

#### 1. Development Address (All Programs)

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>7100 W. Fuqua Dr.</td>
<td>Houston</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Region</th>
<th>Zip</th>
<th>County</th>
<th>Rural/Urban</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>77489</td>
<td>Ft. Bend</td>
<td>Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number</th>
<th>No QCT?</th>
<th>Median Household Income:</th>
<th>Quartile:</th>
<th>Poverty Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>48157670602</td>
<td></td>
<td>53333.00</td>
<td>3q</td>
<td>14.2</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

- 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.

- 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:

  - N/A

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

- Development Site is appropriately zoned? **Yes**
- Zoning Designation: Houston-No Zoning

- 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):

  - N/A

- Prime Farmland

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

Confirm the following supporting documents are provided behind this tab.

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

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

Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2016</td>
</tr>
<tr>
<td>Briargate EL</td>
<td>PK</td>
<td>through</td>
</tr>
<tr>
<td>Christa McAuliffe MS</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>Willowridge HS</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

Account for each year for each school.

- **n/a** School district has no attendance zones and the closest schools are listed.
- **n/a** The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that does not have a 2018 (or 2017 if the Hurricane Harvey Provision applies) Met Standard rating by the Texas Education Agency, and the Neighborhood Risk Factors Report ("NRFR") and required documentation has been submitted. [§11.101(a)(3)(D)(iv)]
- **n/a** The Target Population is Elderly. **Applicant is required to enter school rating information above, but no disclosure is required.**

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

- **n/a** Applicant requests waiver of rules.
- **n/a** Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - **n/a** 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
  - **n/a** Documentation establishing how, by granting the waiver, it better serves the policies and purposes articulated in referenced sections of Tex. Gov't Code than not granting the waiver.
Supporting Documentation for the Site Information Form Part I

Maps:

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

Resolutions:

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

Zoning and Floodplain

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

Farmland Designation

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

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

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

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) Educational Quality (all Applications)

| X | School Attendance Zone Map with Development labeled; |
| X | 2018 TEA accountability information for each school (or 2017 if the Hurricane Harvey Provision applies); and |

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

**Waiver of Rules**

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

| n/a | The waiver request must establish how, by granting the waiver, it better serves the policies and purposes articulated in Tex. Gov’t Code, §§2306.001, 2306.002, 2306.359, and 2306.6701, (which are general in nature and apply to the role of the Department and its programs, including the Housing Tax Credit program) than not granting the waiver. |
2018 and 2019 Small DDAs & QCTs

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

Select Year
- 2019
- 2018

Edison Lofts Site
Effective Date: January 1, 2019

OFFICIAL CITY OF HOUSTON ZONING LETTER

To: Whom It May Concern

The City of Houston does not have a city-wide comprehensive zoning ordinance. However, there are certain land use regulations for properties located within the areas described below and in attached map:

- Land surrounding the Houston airports, including George H. Bush Intercontinental Airport (IAH), Houston Hobby Airport (HOU), and Ellington Airport (EFD). There are certain land use regulations and height/hazard area regulations for properties located within the airport land use envelope and federally regulated airspace. The regulations can be viewed in the City of Houston Code of Ordinances, Chapter 9, Article VI and VII at https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH9AV. Regulations and maps for each airport are also available at https://www.fly2houston.com under the Resources/Regulatory tab.

- Tax Increment Reinvestment Zone (TIRZ) #1, St. George Place - Zoning regulations control the use of land within the TIRZ boundaries. A copy of the TIRZ 1 planning and zoning regulations is available at http://stgeorgeplace.org/download/tirz/documents/TIRZ_1_Zoning_Regulations.pdf

All other applicable development regulations can be found in the Code of Ordinances. The direct link to the code’s site is https://library.municode.com/tx/houston/codes/code_of_ordinances.

This letter does not address any separately filed restrictions that may be applicable to a property.

Margaret Wallace Brown, Interim Director
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/20/2018 at 11:56:27 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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

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

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

Soil Rating Lines
- Not prime farmland
- All areas are prime farmland
- Prime farmland if drained

Soil Rating Points
- Prime farmland if irrigated and reclaimed of excess salts and sodium
- Farmland of statewide importance
- Farmland of local importance
- Farmland of unique importance
- Not rated or not available

Water Features
- Prime farmland if irrigated and drained
- Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season
- Prime farmland if irrigated and 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

Farmland Classification—Fort Bend County, Texas

Natural Resources Conservation Service
Web Soil Survey
National Cooperative Soil Survey
2/14/2019
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: Fort Bend County, Texas
Survey Area Data: Version 15, Sep 14, 2018
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.
Date(s) aerial images were photographed: Apr 26, 2017—Nov 10, 2017
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Farmland Classification

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>La</td>
<td>Lake Charles clay, 0 to 1 percent slopes</td>
<td>All areas are prime farmland</td>
<td>12.5</td>
<td>100.0%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td></td>
<td><strong>12.5</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
# 2018 Accountability Ratings Overall Summary

**BRIARGATE EL (079907113) - FORT BEND ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>81</td>
<td></td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>67</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>39</td>
<td>67</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>77</td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 86.9%)</td>
<td>39</td>
<td>73</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>73</td>
<td>76</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

## Distinction Designations

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

#### 2018 Accountability Ratings Overall Summary

**CHRISTA MCAULIFFE MIDDLE (079907046) - FORT BEND ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td>58</td>
<td>68</td>
<td>Not Rated: Harvey</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td></td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>28</td>
<td>56</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Academic Growth</td>
<td>62</td>
<td>60</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 78.0%)</td>
<td>28</td>
<td>57</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>8</td>
<td>53</td>
<td>Improvement Required</td>
</tr>
</tbody>
</table>

**Notes:**
- This campus was directly affected by Hurricane Harvey and did not receive an overall rating.

#### Distinction Designations

- ELA/Reading: Not Eligible
- Mathematics: Not Eligible
- Science: Not Eligible
- Social Studies: Not Eligible
- Comparative Academic Growth: Not Eligible
- Postsecondary Readiness: Not Eligible
- Comparative Closing the Gaps: Not Eligible
Accountability Rating

Met Standard

Distinction Designation

- Academic Achievement in ELA/Reading
  - NO DISTINCTION EARNED
- Academic Achievement in Mathematics
  - NO DISTINCTION EARNED
- Academic Achievement in Science
  - NO DISTINCTION EARNED
- Academic Achievement in Social Studies
  - NO DISTINCTION EARNED
- Top 25 Percent Student Progress
  - NO DISTINCTION EARNED
- Top 25 Percent Closing Performance Gaps
  - NO DISTINCTION EARNED
- Postsecondary Readiness
  - NO DISTINCTION EARNED

Performance Index Report

- Index 1: Student Achievement (Target Score=60)
  - Earned: 57
- Index 2: Student Progress (Target Score=30)
  - Earned: 32
- Index 3: Closing Performance Gaps (Target Score=26)
  - Earned: 26
- Index 4: Postsecondary Readiness (Target Score=13)
  - Earned: 19

Performance Index Summary

<table>
<thead>
<tr>
<th>Index</th>
<th>Points Earned</th>
<th>Maximum Points</th>
<th>Index Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  - Student Achievement</td>
<td>1,579</td>
<td>2,774</td>
<td>57</td>
</tr>
<tr>
<td>2  - Student Progress</td>
<td>321</td>
<td>1,000</td>
<td>32</td>
</tr>
<tr>
<td>3  - Closing Performance Gaps</td>
<td>523</td>
<td>2,000</td>
<td>26</td>
</tr>
<tr>
<td>4  - Postsecondary Readiness</td>
<td>19.0</td>
<td>N/A</td>
<td>19</td>
</tr>
</tbody>
</table>

System Safeguards

<table>
<thead>
<tr>
<th>Number and Percentage of Indicators Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Rates</td>
</tr>
<tr>
<td>Participation Rates</td>
</tr>
<tr>
<td>Graduation Rates</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

For further information about this report, please see the Performance Reporting website at https://rptsvr1.tea.texas.gov/perfreport/account/2017/index.html
## Texas Education Agency
### 2018 Accountability Ratings Overall Summary

**WILLOWRIDGE H S (079907002) - FORT BEND ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td>65</td>
<td>65</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>33</td>
<td>58</td>
<td>Met Standard</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>25</td>
<td>59</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>88.8</td>
<td>65</td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td>68</td>
<td>68</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>61</td>
<td>68</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 67.1%)</td>
<td>29</td>
<td>58</td>
<td>Improvement Required</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td>10</td>
<td>59</td>
<td>Improvement Required</td>
</tr>
</tbody>
</table>

**Distinction Designations**

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

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

   - **Development Site** is located entirely within a census tract that has a poverty rate that is less than **20%** and is contiguous to a census tract in the first or second quartile without physical barriers such as highways or rivers between, and the Development Site is no more than 2 miles from the boundary between the census tracts. A map showing the Development Site, location of the border, scale showing distance, and other applicable evidence is included (1 point).
   
   - Contiguous Census Tract #: 48157670300
   
   - Contiguous Tract Quartile: 2nd

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

   - public transportation route (1 point)
   - full service grocery store (1 point)(1 mile)
   - health-related facility (1 point)(3 miles)
   - licensed center serving children (1 point)(2 miles)
   - public library (1 point)(1 mile)
   - university or community college (1 point)(5 miles)
   - indoor recreation facility available to public (1 point)
   - outdoor recreation facility available to public (1 point)(1 mile)
   - community, civic or service organization (1 point)(1 mile)
   - delivered meals service (1 point)

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

   - 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.**
   
   If necessary, provide a brief summary of how the Development Site is justifying the points selected:

   Development Site is in a 3q CT w/a poverty rate below 20%. Site is adjacent to a contiguous census tract across the street from the site that is in a 2ndq CT.

   Total Points Claimed: 7
2. **Underserved Area (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(5) and 10 TAC §13.6(3)]**

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

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

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

- **No** Entirely within a census tract that does not have another Development that was awarded less than 30 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report (2 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 (3 points);

- **Yes** Entirely within a census tract whose boundaries are wholly within an incorporated area and the census tract itself and all of its contiguous census tracts do not have another Development that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report. This item will apply in Places with a population of 100,000 or more, and will not apply in the At-Risk Set-Aside (5 points);

<table>
<thead>
<tr>
<th>Contiguous Census Tract #</th>
<th>Contiguous Census Tract #</th>
</tr>
</thead>
<tbody>
<tr>
<td>48157670700</td>
<td>48157670601</td>
</tr>
<tr>
<td>48157670300</td>
<td></td>
</tr>
<tr>
<td>48157670400</td>
<td></td>
</tr>
</tbody>
</table>

- **No** Entirely within a census tract that, according to American Community Survey 5-year Estimates, has both a poverty rate greater than 20% and a median gross rent for a two-bedroom unit greater than its county’s 2016 HUD Fair Market Rent for a two-bedroom unit. This measure is referred to as the Affordable Housing Needs Indicator in the Site Demographic Characteristics Report (2 points);

- **No** 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>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Development Site is located in a Place with a population over 200,000 and is not in the At-Risk Set-Aside.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AND</td>
<td>0</td>
</tr>
</tbody>
</table>

| Population of Place is 200,000-749,999 and Development is located w/in 2 miles of the main municipal government administration building.  
| OR                                                                                                     | 0                     |

<table>
<thead>
<tr>
<th>Population of Place is 750,000 or more and Development is located w/in 4 miles of the main municipal government administration building.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
</table>

| Application is seeking points for Proximity to the Urban Core. |
|---------------------------------------------------------------|-----------------------|
|                                                              | 0                     |

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

<table>
<thead>
<tr>
<th>Region: Urban</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Application is claiming points for a Concerted Revitalization Plan (“CRP”).</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No points were claimed for Opportunity Index.</td>
<td>0</td>
</tr>
</tbody>
</table>

| 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. |
|-------------------------------------------------------------|-----------------------|
|                                                             | 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 a Declared Disaster Area as defined in §11.9(d)(3). |

| Application is seeking points for Declared Disaster Area. |
|-----------------------------------------------------------|-----------------------|
|                                                           | 10                    |

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

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

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

**Total Points Claimed:**

| 5 |
Supporting Documentation for the Site Information Form Part II

**Opportunity Index (Competitive HTC and Direct Loan Only)**

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

- Print-out from DFPS website confirming daycare licensed to serve relevant age groups (http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)
- Print-out from THECB website confirming accreditation of university or community college http://www.txhighereddata.org/Interactive/Institutions.cfm

**Evidence of Underserved Area (Competitive HTC and Direct Loan Only)**

- Evidence from Attorney General of Colonia boundaries; and
  
  https://www.texasattorneygeneral.gov/cpd/colonias

- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and

- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

- For Colonia:

- For Economically Distressed Areas:

  - A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
    

  - Map showing development site boundaries, relative to EDA boundaries.

- For other items:

  Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at

  http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable

**Proximity to Urban Core (Competitive HTC Only)**

- Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.

For Colonia:

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

- Print-out from DFPS website confirming daycare licensed to serve relevant age groups (http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp)
- Print-out from THECB website confirming accreditation of university or community college http://www.txhighereddata.org/Interactive/Institutions.cfm

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

- Evidence from Attorney General of Colonia boundaries; and

  https://www.texasattorneygeneral.gov/cpd/colonias

- Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and

- Map showing development site boundaries, relative to Colonia boundaries, and distance from Rio Grande river border.

- Evidence of Underserved Area (Competitive HTC and Direct Loan Only)

- A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and
    

- Map showing development site boundaries, relative to EDA boundaries.

- For other items:

  Development must be awarded 2004 or earlier for 15-year threshold and 1988 or earlier for 30-year threshold, as listed in the "Board Approval" column of the Property Inventory tab of the Site Demographic Characteristics Report posted on the Department's website at

  http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm

- Map with Development Site boundaries indicated, relative to census tract boundaries
- Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.
- Map with all contiguous census tracts, if applicable

**Proximity to Urban Core (Competitive HTC Only)**

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

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

Declared Disaster Area:

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

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

Readiness to Proceed

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

- Certification for closing

- Acknowledgement(s) of closing date from lenders and syndicator

- Certification for construction contract

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

  Each piece of evidence provided that is not listed above must be accompanied by a detailed narrative describing how that piece of evidence will allow the Applicant to meet the requirements.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas and three releases of 5-year tabulations from the American Community Survey, federal notice published October 22, 2018.

Select Year
- 2019
- 2018

Map Options
- Show DDA Areas (Zoom 7+)
- Color QCT Qualified Tracts (Zoom 7+)
- Show Tracts Outline (Zoom 11+)
- Show FMR Outlines (Zoom 1+)
- Show LIHTC Projects (Zoom 11+)

QCT for 2019
- Tract: 6706.02
- County: Fort Bend County
- State: TX
- Status (2019): Not Qualified
- Poverty Rate: 22.24%
- Ratio of Tract Median Income to Tract Income Limit: 0.757
- Full Tract Number: 48157670602

Edison Lofts Site
### Opportunity Index Data (§11.9(c)(4) of the 2019 Qualified Allocation Plan)

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

<table>
<thead>
<tr>
<th>Census Tract</th>
<th>Geography</th>
<th>County FIPS</th>
<th>County</th>
<th>Region</th>
<th>Q3 Income</th>
<th>Q2 Income</th>
<th>Q1 Income</th>
<th>Median Household Income</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank*</th>
<th>Poverty Rate</th>
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</thead>
<tbody>
<tr>
<td>48157670602</td>
<td>Census Tract 6706.02, Fort Bend County, Tex.</td>
<td>48157</td>
<td>Fort Bend</td>
<td>6</td>
<td>53333</td>
<td>38840</td>
<td>53889</td>
<td>79969.5</td>
<td>3q</td>
<td>14.7</td>
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The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas and three releases of 5-year tabulations from the American Community Survey federal Register notice published October 22, 2018.

Map Options
- Clear | Reset | Full Screen
- QCT Legend: Tract Outline
- SADDA Legend (%): FMR Boundary

Select Year
- 2019
- 2018

Select a State
Select a County
Go

QCT for 2019
- Tract 6703.00
- County: Fort Bend County
- State: TX
- Status (2019): Not Qualified
- Poverty Rate: 7.96%
- Ratio of Tract Median Income to Tract Income Limit: 0.702
- Full Tract Number: 481578703000

Contiguous Census Tract 6703.00
Census Tract - Edison Lofts Site 6706.02
## Opportunity Index Data (§11.9(c)(4) of the 2019 Qualified Allocation Plan)

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

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<th>Geography</th>
<th>County FIPS</th>
<th>County</th>
<th>Region</th>
<th>Median Household Income</th>
<th>Q3 Income</th>
<th>Q2 Income</th>
<th>Q1 Income</th>
<th>Median Household Income Quartile</th>
<th>Median Poverty Rate by Region</th>
<th>Poverty Rate Rank*</th>
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<td>Fort Bend</td>
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<td>58494</td>
<td>38840</td>
<td>79969.5</td>
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<td>15.5</td>
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</tbody>
</table>
Community Asset Factors 11.9(c)(4)(B)
Edison Lofts

½ Mile Park on Accessible Route

½ Mile Public Transportation on Accessible Route
W Fuqua St @ Ruppstock Rd
Stop ID: 4725 – Bus 098
Houston, TX

1 Mile Full Service Grocery Store
Joe V's Smart Shop
6100 W Fuqua St, Houston, TX 77085

1 Mile Pharmacy
N/A

3 Miles of a Health Related Facility
Ibn Sina Foundation Community Medical & Dental Clinic
16345 S Post Oak Rd, Houston, TX 77053

2 Miles of A Licensed Daycare
Mrs. Tammy's Learning Center
15311 Blue Ridge Rd, Missouri City, TX 77489

Property Crime Rate of 26/1000 Persons
N/A

1 Mile of Public Library
Stimley-Blue Ridge Neighborhood Library
7007 W Fuqua St, Missouri City, TX 77489

5 Miles of University/Community College
Houston Community College - Southwest College
1600 Texas Pkwy, Missouri City, TX 77489

Educational Attainment*
N/A

1 Mile Indoor Recreation
Briargate Recreation Center
7002 Laughlin Dr, Missouri City, TX 77489

1 Mile Outdoor Recreation
Sway Street Soccer Fields
6619-6699 Westfield St, Houston, TX 77085
Chasewood Park/Walking trail
7622 Chasewood Dr, Missouri City, TX 77489
Briargate Outdoor Pool
7002 Laughlin Dr, Missouri City, TX 77489

1 Mile Community/Civic/Service Organization
New Abundant Life Church
7510 Chasewood Dr, Missouri City, TX 77489
Alpha Center-Educational Foundation
Xi Kappa Lambda Chapter
7031 W Fuqua St, Missouri City, TX 77489

Service Area of Meals On Wheels/Non-Profit Service
Sway
Evelyn Rubenstein Jewish Community Center of Houston
5601 South Braeswood Boulevard
Houston, TX 77096
3 Mile Radius

Edison Lofts-Site

Ibn Sina Foundation Community Medical Dental Clinic
Destinations / Destinos
- Hiram Clarke Multi-Service Center
- Hiram Clarke Transit Center
- Missouri City Park & Ride

Connections / Conexiones
- 11 Almeda / Lyons
- 14 Hiram Clarke
- 49 Chimney Rock / S. Post Oak
- 54 Scott
- 63 Fondren
- 170 Missouri City Express

Destination Signs / Letreros Direccionales

<table>
<thead>
<tr>
<th>Mode</th>
<th>Sign</th>
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</thead>
<tbody>
<tr>
<td>Eastbound</td>
<td>98 Briargate</td>
</tr>
<tr>
<td></td>
<td>Hiram Clarke TC</td>
</tr>
<tr>
<td>Westbound</td>
<td>98 Briargate</td>
</tr>
<tr>
<td></td>
<td>Missouri City PR</td>
</tr>
</tbody>
</table>

Peak / Off-Peak Frequency / Pico / Frecuencia Fuera de Pico

Peak = 6:01 a.m. – 9:00 a.m.; 3:01 p.m. – 6:00 p.m.
Off-Peak = Start of service – 6:00 a.m.; 9:01 a.m. – 3:00 p.m.;
6:01 p.m. – End of service

Weekend service runs at Off-Peak frequency.

Horarios pico = 6:01 a.m. – 9:00 a.m.; 3:01 p.m. – 6:00 p.m.
Horas fuera de pico = Inicio de servicio 6:00 a.m.; 9:01 a.m. –
3:00 p.m.; 6:01 p.m. – Final del servicio
Servicio el fin de semana opera con frecuencia fuera de horas pico.
**Get Your / Obtenga su METRO Q® Fare Card / METRO Day Pass**

**METRO Q® Fare Card** and **METRO Day Pass** are available at the METRO RideStore and at numerous retailers across the region. Call 713-635-4000 or visit RideMETRO.org for the location nearest you.

**METRO Q® Fare Card y el METRO Day Pass** están disponibles en las tiendas RideStore de METRO y en diversas tiendas de la región. Llame al 713-635-4000 o visite RideMETRO.org para ubicar la tienda más cercana.

**Don’t Throw It – Reload It / No la tire – Recárguela**

Add money to your reloadable **METRO Q® Fare Card** or **METRO Day Pass** at the METRO RideStore, retailers, TVMs, CVMs, on board local buses and through our website, RideMETRO.org. Always register your card to protect your balance from loss or theft.

**METRO Q® Fare Card** y a su **METRO Day Pass**, ya que ambos son recargables en las tiendas RideStore de METRO, en tiendas, en máquinas expendedoras de boletos, máquinas expendedoras de crédito, a bordo de autobuses locales y a través de nuestro sitio web, RideMETRO.org. Siempre registre su tarjeta para proteger su saldo del robo o pérdida.

**Customer Information / Información para el Cliente**

**Route, Schedule, METRO Q® Fare Card and METRO Day Pass**

**Información de Rutas, Horarios, METRO Q® Fare Card y METRO Day Pass**

**Information / Información** .............. 713-635-4000

**Public Comments / Comentarios Públicos** .............. 713-658-0180

**Lost and Found / Objetos Perdidos** .............. 713-658-0854

**Telecommunication Device for the Deaf (TDD) / Dispositivo de Telecomunicación para Sordos (TDD)** .............. 713-635-6993

**METRO Police / Policía** .............. 713-224-COPS (2677)

**METRO RideStore**

1900 Main: Mon.-Fri./Lun-Vie .............. 8 a.m.-5 p.m.
1001 Travis: Mon.-Fri./Lun-Vie .............. 8 a.m.-5 p.m.

**METRO Lost and Found / METRO Objetos Perdidos**

1900 Main: Mon.-Fri./Lun-Vie .............. 8 a.m.-5 p.m.

For **METRO** information in additional languages, please call 713-635-4000.

Para información de **METRO** en lenguajes adicionales, por favor llame al 713-635-4000.

Để có thông tin về **METRO** bằng nhiều ngôn ngữ phụ, xin gọi 713–635–4000.

---

**The Fare/Pasaje / Local**

<table>
<thead>
<tr>
<th>Fare Type / Tipo de Pasaje</th>
<th>Full Fare* / Pasaje Completo*</th>
<th>Discounted** / Descontado**</th>
<th>Transfer*** / Transbordo***</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash/Efectivo / $1.25</td>
<td>none / ninguno</td>
<td>none / ninguno</td>
<td></td>
</tr>
<tr>
<td><strong>METRO Q® Fare Card</strong></td>
<td><strong>$1.25</strong></td>
<td><strong>$0.60</strong></td>
<td>3 hours/horas</td>
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<tr>
<td><strong>METRO Day Pass</strong>*</td>
<td><strong>$3.00 a day</strong></td>
<td><strong>$1.50 a day</strong></td>
<td></td>
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</tbody>
</table>

*Full fare, one-way. *Pasaje completo, sólo de ida.
Children ages five and under ride free.
Los niños menores de cinco años viajan gratis.

**Seniors, disabled persons, Medicare cardholders, as well as college and university students require a discounted METRO Q® Fare Card or METRO Day Pass to receive the reduced fare. Middle and high school students may pay the discounted fare in cash (bus only) by showing their current student ID card.**

**METRO Q® Fare Card –** Best value for riders using local bus, rail or commuter service just once or twice daily. Cardholders earn 5 FREE rides for every 50 paid rides.

**METRO Q® Fare Card –** ofrece la opción más económica para los pasajeros que usan el autobús local, el tren o el servicio de viajes sólo una o dos veces por día. Los titulares de la tarjeta obtienen 5 viajes GRATIS por cada 50 viajes pagos.
Reading a Bus Schedule

1. On the top of each timetable, look for names like “Weekday Inbound” or “Saturday Westbound” to determine which timetable to use.
2. Then look at the numbered dots, called time points, with names of places where buses stop. The listing does not include all bus stops, but buses will stop at all stops along your route.
3. Find the time points closest to where you are and where you want to go.
4. Check the column of times under your destination to find the time you want to arrive.
5. Find the time point nearest the place you want to board the bus. There will be a stop along the route within two blocks of that location — just look for your route number on the bus stop signs at each corner.
6. Then move your finger left along that line to your origin to determine your departure time. If you’re not catching the bus at the time point listed, refer to the time point before your stop.

Cómo leer el horario

1. En la parte superior de cada horario, busque los nombres tales como “Llegadas los días de la semana” o “Salida hacia el oeste los sábados” para determinar cuál horario usar.
2. Después busque los puntos numerados, con los nombres de los lugares donde paran los autobuses. La lista no incluye todas las paradas de los autobuses, pero los autobuses pararán en todas las paradas a lo largo de la ruta.
3. Encuentre el punto más cercano a donde usted está y a donde quiere ir.
4. Revise la columna de las horas según su destino para encontrar la hora a la que desea llegar.
5. Encuentre el punto numerado más cercano al lugar donde desea abordar el autobús. Habrá una parada a lo largo de la ruta dentro de dos cuadras de esa ubicación — simplemente busque el número de su ruta y los letreros de parada del autobús en cada esquina.
6. Después siga la línea hacia la izquierda de su origen para determinar su hora de salida. Si no puede tomar el autobús desde el punto numerado, refiérase al punto numerado antes de su parada.
### 98 Briargate Weekday Eastbound / Día de semana hacia el este

<table>
<thead>
<tr>
<th>Missouri City Park &amp; Ride</th>
<th>Fondren &amp; Fuqua</th>
<th>Post Oak &amp; Ridgecreek</th>
<th>Hiram Clarke Transit Center</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>5:45am</td>
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### 98 Briargate Weekday Westbound / Día de semana hacia el oeste

<table>
<thead>
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<th>Missouri City Park &amp; Ride</th>
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<th>Hiram Clarke Transit Center</th>
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### 98 Briargate Saturday Eastbound / Sábado hacia el este

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<th>Post Oak &amp; Ridgecreek</th>
<th>Hiram Clarke Transit Center</th>
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### 98 Briargate Saturday Westbound / Sábado hacia el oeste

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<th>Fondren &amp; Fuqua</th>
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### 98 Briargate Sunday Eastbound / Domingo hacia el este

<table>
<thead>
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<th>Fondren &amp; Fuqua</th>
<th>Post Oak &amp; Ridgecreek</th>
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### 98 Briargate Sunday Westbound / Domingo hacia el oeste

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<thead>
<tr>
<th>Missouri City Park &amp; Ride</th>
<th>Fondren &amp; Fuqua</th>
<th>Post Oak &amp; Ridgecreek</th>
<th>Hiram Clarke Transit Center</th>
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W FUQUA SMART SHOP

Start Saving. Find a Store Near You

Visit Our Store

6100 W Fuqua St. Houston, TX 77085
(713) 413-9300
Open Daily: 7 am – 10 pm

$ See Our Weekly Ad

In southwest Houston, off of Sam Houston Parkway and West Fuqua Street.
We're thrilled to announce the grand opening of a brand new Joe V's Smart Shop—our 7th in the Houston area! This 57,000 square foot location is at 6100 W Fuqua St. in southwest Houston at the corner of Beltway 8 and West Fuqua. This new Joe V's Smart Shop comes with many updates, including a new look and larger organic food section with the same high quality products at the absolute lowest prices.
The Ibn Sina Foundation operates six beautiful community clinics throughout Greater Houston and Port Arthur areas, focused on providing low-cost preventative & primary medical, dental, diagnostic, specialty and children's health services to indigent community.
<table>
<thead>
<tr>
<th>MEDICAL</th>
<th>DENTAL</th>
<th>SPECIALTY CLINICS</th>
<th>DIAGNOSTIC SERVICES</th>
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<tbody>
<tr>
<td>Medical Consultation</td>
<td>Comprehensive Dental Exams</td>
<td>Gynecology</td>
<td>Blood Tests</td>
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<td>Minor Procedures</td>
<td>Panoramic X-ray</td>
<td>Cardiology</td>
<td>X-Ray</td>
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<td>Lab Work</td>
<td>Periodic Dental Exam</td>
<td>Nephrology</td>
<td>Ultrasound</td>
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<td>Nebulization</td>
<td>Full Mouth Debridement</td>
<td>Gastroenterology</td>
<td>Electrocardiogram (EKG)</td>
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<td>School Physicals</td>
<td>Scaling and Deep Cleaning</td>
<td>Dermatology</td>
<td>Echocardiogram</td>
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<td>Immunization</td>
<td>Dental Sealants</td>
<td>Psychiatry</td>
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<td>Immigration Physicals</td>
<td>Fluoride Treatment</td>
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<td>Well Woman Exams</td>
<td>Nutrition Counseling</td>
<td>Orthopedics</td>
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<td>Well Man Exams</td>
<td>Tooth Whitening</td>
<td>Ophthalmology</td>
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<td>Root Canal Treatment</td>
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HEALTHCARE DISCOUNT PROGRAM

This program is a great non-insurance solution for families and individuals who are uninsured, underinsured or have a low level of income. Everyone is eligible – regardless of current health condition, citizenship status or age. You can save up to 40% on consultations and examinations, and there are no hidden fees or monthly charges!

Annual Membership Fees:

- Adult: $150
- Child: $100
- Family: $450 (Applicant, spouse and 2 children under 18)
  - Additional child: $50 per child
- FREE First medical consultation
- FREE blood test (includes: Complete Blood Count, Cholesterol, Thyroid function, Kidney function, Liver function and Blood Sugar)
- FREE First EKG for adults
- Free Routine Immunization for children up to the age of 6 years
- Members may receive additional Free Services from time to time throughout the year
Ibn Sina Foundation partners with a number of non-profit, government agencies and hospitals in order to offer the most comprehensive and affordable care to its patients.

Our current medical and dental partners include:

- City of Houston
- Harris County
- Department of State Health Services
- National Association of Free and Charitable Clinics (NAFCC)
- Texas Association of Charitable Clinics (TXACC)
- Episcopal Health Foundation
- The Cullen Trust for Health Care
- Meadows Foundation
- Houston Endowment
- Americares
- Direct Relief
- UNICEF
- Gateway to Care
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<tr>
<th>Wilcrest Community Medical Center</th>
<th>Port Arthur Community Medical Center</th>
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<tr>
<td>11226 S. Wilcrest Dr., Houston, TX 77099</td>
<td>8455 Ninth Ave, Suite B, Port Arthur, TX 77642</td>
</tr>
<tr>
<td>Phone: 281-977-7462; Fax: 281-977-7472</td>
<td>Phone: 409-724-7462; Fax: 409-724-7464</td>
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<tr>
<td>Clinic Hours: Mon – Sat 8:00 am – 5:00 pm (accepts patients until 4pm)</td>
<td>Clinic Hours: Mon – Fri 9:00 am – 2:00 pm</td>
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<th>Wilcrest Community Dental Center</th>
<th>South Post Oak Community Medical Center</th>
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<tr>
<td>11226 S. Wilcrest Dr., Houston, TX 77099</td>
<td>16345 S. Post Oak Road, Houston, TX 77034</td>
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<tr>
<td>Phone: 281-977-7467; Fax: 281-977-7472</td>
<td>Phone: 281-438-7462; Fax: 281-437-1865</td>
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<tr>
<td>Clinic Hours: Mon – Fri 9:00 am – 5:00 pm and Sat 8:00 am – 3:00 pm</td>
<td>Clinic Hours: Mon – Fri 9:00 am – 5:00 pm and Sat 8:00 am – 1:00 pm</td>
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<th>Clear Lake Community Medical Center</th>
<th>South Post Oak Community Dental Center</th>
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<td>15132 Old Galveston Rd (Hwy 3), Houston, TX 77598</td>
<td>16345 S. Post Oak Road, Houston, TX 77053</td>
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<tr>
<td>Phone: 281-990-7462; Fax: 281-990-7465</td>
<td>Phone: 281-438-7462; Fax: 281-437-1865</td>
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<td>Clinic Hours: Mon – Fri 9:00 am – 5:00 pm (accepts patients until 4pm) and Sat 9:00 am – 1:00 pm</td>
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<th>Clear Lake Community Dental Center</th>
<th>North Shepherd Community Medical Center</th>
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<tr>
<td>15132 Old Galveston Rd (Hwy 3), Houston, TX 77598</td>
<td>5012 North Shepherd Drive Houston, TX 77018</td>
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<tr>
<td>Phone: 281-990-7462</td>
<td>Phone: 713-695-7462; Fax: 713-699-3470</td>
</tr>
<tr>
<td>Fax: 281-990-7465</td>
<td>Clinic Hours: Mon – Fri 8:30 am – 2:00 pm</td>
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<td>Clinic Hours: Mon – Thu 9:00 am – 5:00 pm, and Sat 9:00 am – 1:00 pm</td>
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<th>Wilcrest Children’s Clinic</th>
<th>North Shepherd Community Dental Center</th>
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<td>11220 S. Wilcrest Dr., Houston, TX 77099</td>
<td>5012 North Shepherd Drive Houston, TX 77018</td>
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<tr>
<td>Phone: 281-495-7462; Fax: 281-495-7464</td>
<td>Phone: 713-695-7462; Fax: 713-699-3470</td>
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<tr>
<td>Clinic Hours: Mon – Thu 11:00 am – 6:00 pm</td>
<td>Clinic Hours: Mon – Fri 8:30 am – 2:00 pm</td>
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# Operation Details

You may click on the question mark image (�) to view the [Frequently Asked Questions (FAQ)](https://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFac...) page.

- **Operation Number:** 1500876
- **Operation Type:** Licensed Center
- **Program Provided:** Child Care Program
- **Operation/Caregiver Name:** Mrs Tammy's Learning Center
- **Location Address:** 15311 BLUERIDGE RD MISSOURI CITY, TX 77489
- **Mailing Address:** 15311 BLUERIDGE RD MISSOURI CITY, TX 77489
- **Phone Number:** 281-437-1979
- **County:** FORT BEND
- **Website Address:** 
- **Email Address:**
- **Administrator/Director Name:** Tammy Latigue
- **Type of Issuance:** Full Permit
- **Issuance Date:** 4/25/2013
- **Permit Renewal Due By Date:** 4/25/2019
- **Conditions on Permit:** Yes
- **Accepts Child-Care Subsidies:**
- **Hours of Operation:** 06:30 AM-12:00 AM
- **Days of Operation:** Monday - Friday
- **Total Capacity:** 73
- **Licensed to Serve Ages:** Infant, Toddler, Pre-Kindergarten, School
- **Total Capacity:** 73
- **Number Of Admin Penalties:** 2
- **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:**

  19 - Inspections
  1 - Assessments
  1 - Self Reported Incidents
  4 - Reports

  Click on the inspection type to see additional details related to each inspection.

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

**Three Year Compliance Summary**

- During the last three years, 1716 standards were evaluated for compliance at this operation.

- Of the standards evaluated 55 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:

  23 were weighted as High
  23 were weighted as Medium - High
  7 were weighted as Medium
  1 was weighted as Medium - Low
  1 was 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.
Stimley-Blue Ridge Neighborhood Library

Address
7007 W. Fuqua
Houston, Texas 77489

Hours
M 9:30-6 | T 11:30-8 | W 9:30-6 | Th 9:30-6 | F 10-4 | Sa 10-4 | Su Closed

Due to Hurricane Harvey, overdue fines have been waived through November 27, 2017.
Address
7007 W. Fuqua
Houston, Texas 77489
  Fully Accessible

Phone Number
832-393-2370

Hours
M 10-6 | T 12-8 | W 10-6 | Th 9:30-6 | F 9-4 | Sa 9-4 | Su Closed

Parking
Free parking.

Meeting Rooms
Meeting Room capacity 115; Conference Room capacity 17. Actual meeting room capacity may vary depending on your specific needs. Please call 832-393-2370 for more information.

Bus Routes
Nearby routes: 98. For exact route information, please visit ridemetro.org and use the "Plan Your Trip" feature.
(Updated August 2015)
STIMLEY-BLUE RIDGE NEIGHBORHOOD LIBRARY EVENTS

**After School Zone**
Date: 10/2/2018
Looking for some fun after school? Join us at 1 of our 15 After School Zone locations for a variety of engaging activities and a chance to...

Read more about After School Zone »
Time: 3:30pm-5:15pm

**Citizenship Class**
Date: 10/2/2018
Come join your fellow Houstonians on the path to United States Citizenship! Learn about the journey to becoming a U.S. Citizen, and...

Read more about Citizenship Class »
Time: 6:30pm-7:30pm

**Open Job Lab**
Date: 10/3/2018
Complete a job application, work on a resume or prepare for an interview in a relaxed setting. Staff is available for one-on-one... Read more about Open Job Lab »
Time: 10:00am-3:00pm

**Preschool Storytime**
Date: 10/3/2018
Join us for stories, songs, and activities that will help prepare your child for school readiness with basic concepts including ABC’s, 123...

Read more about Preschool Storytime »
Time: 11:30am-12:30pm

**After School Zone**
Date: 10/3/2018
Looking for some fun after school? Join us at 1 of our 15 After School Zone locations for a variety of engaging activities and a chance to...

Read more about After School Zone »
Time: 3:30pm-5:15pm

**Open Job Lab**
Date: 10/4/2018
Complete a job application, work on a resume or prepare for an interview in a relaxed setting. Staff is available for one-on-one... Read more about Open Job Lab »
Time: 10:00am-3:00pm
Explore your options
humanities and fine arts, social sciences, communication, teacher education, mathematics, and science. The liberal arts develop critical and analytical skills demanded by constantly changing environments.

**Academic Program Areas**

- English & Communication Programs
- Liberal Arts, Humanities, & Education Programs
- Life & Natural Sciences Programs
- Mathematics
- Social & Behavioral Sciences Programs
# Official Course Catalog

Houston Community College is committed to helping all students who enter our doors pursue their fullest potential.

<table>
<thead>
<tr>
<th>Academics</th>
<th>Advanced Manufacturing</th>
<th>Automotive</th>
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<tbody>
<tr>
<td>Business</td>
<td>English &amp; Communication</td>
<td>Construction</td>
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<tr>
<td>Consumer Arts &amp; Sciences</td>
<td>Digital &amp; Information Technology</td>
<td>Earth, Life &amp; Natural Sciences</td>
</tr>
<tr>
<td>Engineering</td>
<td>Global Energy</td>
<td>Health Sciences</td>
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</tbody>
</table>
Programs Menu:
- Liberal Arts, Humanities, & Education
- Logistics
- Material Science
- Mathematics
- Media Arts & Technology
- Public Safety
- Social & Behavioral Sciences
- Visual & Performing Arts

Additional Information
Additional Catalogue Resources:
- Academic Calendars
- Academic Information
- Accreditation
- Administration/Faculty
- Admissions
- Adult Education Program
- Cost/Refund Information
- Course Descriptions
- Disclaimer
- General Course Information
- General Education Electives for Workforce Programs
- HCC Core Curriculum
The Missouri City Campus is comprised of the following campuses:

- Missouri City Campus

**Missouri City Campus**

1600 Texas Parkway, Missouri City, TX 77489

📞 713.718.2900
Houston Community College-Missouri City Campus
Recreational Facilities

The Association owns and operates the community’s recreational facilities.

The facilities include:
A clubhouse located at 7002 Laughtlin. The clubhouse has an office and two event rooms.

The Revillon Room is a 125-person capacity event room equipped with a full service kitchen which includes a dish sink, refrigerator, range, microwave, cabinets and counter-top.

The Revillon Room has a french door entry to the Community’s main pool. It was remodeled in 1999 and is available for a rental fee, to host special occasions.

The Regatta Room is equipped with a refrigerator, microwave, cabinets and counter-top. It is designed for smaller groups of 20-30.

Two private parks are available for families.
Briargate Park One is located in the 7000 Block of Briargate Drive on the southwest end of the subdivision (Section 10). This park has:
A. Standard sized baseball field
B. Full service swimming pool
C. It is shaded with oak trees and Park Benches
D. Park One is the new home to 2013 plus square feet of recreational equipment. The GameTime playgroup recently purchased by the Board is more than a $40K investment to ensure continued amenities for families in Briargate. The playgroup is designed for ages 5-12 with multi-sectioned play centers, including decks, slides, activity panels, crawl tubes, and mega rock for climbing;
E. Park One has been equipped with new outdoor grills and picnic tables, and trash receptacles

Briargate Park Two is located on the multi-acre complex at 7002 Laughtlin, immediately adjacent to the Briargate Clubhouse. The recreational facilities at this complex include
A. An oversized outdoor swimming pool;
B. Tennis courts
C. Playground equipment has been recently refurbished in this park;
D. There are plans for further renovation to include the purchase of a playgroup, the addition of a volleyball pit, planting of trees, and lighting.
Mission Statement

The Briargate Community Association, Inc. is a non-profit corporation chartered under the laws of the State of Texas. Membership is mandatory and each owner automatically becomes a member of the Association upon acquiring a home in the Briargate Community. The Association is governed by the “Declaration of Covenants and Conditions” and operates according to the by-laws of the Association.

One of the major responsibilities of the Association is to protect your investment and enhance the value of your property. The sustained value of your home is of great interest to you. The Community Association exists to establish, maintain, and enforce mutually beneficial restrictions. These restrictions are necessary for the purpose of protecting the value and desirability of all property within Briargate. If the Association functions well, it is our opinion that the lifestyle you have chosen and your property values will be maintained. Each homeowner is involved in the Association in some manner.

We encourage you to take an active role by serving on a committee. Success of your Community Association is dependent upon the involvement of homeowners such as you.

The Association provides for the maintenance and operation of the common areas and facilities such as landscaped areas, swimming pools, playgrounds, parks, playground equipment and tennis courts. The Association is also responsible for enforcing the protective covenants. The Association may do anything lawful to protect, beautify or benefit the property under its jurisdiction, such as care for vacant and unkempt lots, pay for the cost of maintaining the common areas, operation of street lights, lighting at entry ways, publication of the newsletter, welcome packages, security, administration expenses, etc.

The Association collects an annual assessment from the owners of each lot. This assessment is due by January 1st. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date. Assessments, late charges, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property. The Association may bring an action at law against the owners personally obligated to pay the same, or foreclose the lien against the property.

A Board of seven (7) Trustees, and the committees they appoint manage the affairs of the Association. Lot owners are members of the Association, and entitled to one vote per lot. The Board of Trustees elects the Association’s officers annually. The Board of Trustees is required to determine the policies of the Association. Each trustee must use his best discretion, care and diligence in the performance of his duties. The Trustees do not receive compensation for their services.

The Architectural Control Committee (ACC) monitors architectural control. The ACC provides and maintains uniformity and harmony for construction improvements to the homes in Briargate. Any improvements made to the exterior of your home or property must have prior approval of the ACC Committee.

The ACC and the Association’s Declaration of Covenants and Conditions both work together to preserve the property value and the aesthetic integrity of the community.
Outdoor Rec.
Chasewood Park/walking trail

**Address:** 0280-00-000-9649, #907, Missouri City, TX 77489

Suggest an edit · Own this business?

Add missing information
- Add phone number
- Add business hours
- Add website

Questions & answers
Be the first to ask a question

Reviews
Be the first to review
Swimming Pool Info

Pool Hours & Dates

Pools Hours 2pm-8pm
Clubhouse Pool
Tuesday, Thursday, Saturday
Briargate Pool 1
Wednesday, Friday, Sunday
Weekend & Holidays
Clubhouse pool
August 14 & 15
August 29 & Labor Day
Briargate Pool 1
August 21 & 22, August 28
Welcome! You're invited!

WELCOME TO NEW ABUNDANT LIFE CHURCH

Welcome to

New Abundant Life Church

Senior Pastor Hughes & Ella Jenkins

We the New Abundant Life Church Family along with Pastor & Mrs. Hughes Jenkins extend to you a warm welcome. We are glad you came to worship with us. Whether you are a first time visitor or a member of the New Abundant Life Family you will be blessed today because God has come to meet your need. It is our sincere prayer that you leave this place changed, renewed, encouraged, and strengthened. It is our earnest desire to be a friendly church who demonstrates God's love. The Church ministries at New Abundant Life stand ready to serve you and if you are new to the community, we hope you will make this your church home. This service is unique because YOU are here. God Bless you and we look forward to seeing you again.

Three things will last forever—
Faith, Hope, and Love—and the
Greatest of these is “LOVE”.
~1 Corinthians 13:13 (NLT)
NEW ABUNDANT LIFE CHURCH

Order of Services

Sunday School ................................................................. 9:45 AM
Sunday Morning Worship ........................................ 11:00 AM
Sunday Evening Worship ............................................ 6:30 PM
Tuesday Night Family Prayer ....................................... 7:00 PM
Wednesday - Pastoral Bible Study ............................ 7:00 PM
Wednesday - Children Bible Study ............................. 7:00 PM

First Week of Each Month: Mon., Tue, & Wed. (3) days of Fasting and Prayer
Every 3rd Sunday of the Month - Youth Sunday
Every 4th Sunday of the Month - Women of Faith Sunday

Important Dates/Events
SATURDAY
JANUARY 19, 2019
5:00PM | NEW ABUNDANT LIFE CHURCH
PASSING THE MANTLE

FIND US
7510 Chasewood Drive
Missouri City, Texas
m.me/2280844108809469
Call (281) 635-6252

http://www.newabundantlife.org
Religious Organization

Diedre Wiggins
Ladies You are invited to Attend The Women of Faith Fellowship Breakfast Saturday October 27th, 2018 @ 9:00am. The Event will take place at New Abundant Life Church 7510 Chasewood Dr. Missouri City, Texas.

Abundant Life is under the Direction of Bishop Hughes Jenkins & Pastor Willie Parker

Guest Speaker: Minister Rekeisha L. Ellis ... See More
Join Pastor Parker this Sunday, Feb. 17 @ 9:45AM for coffee and conversation. In this session will be during Sunday School where he'll be answering questions and sharing the vision for the ministry.

ALL ARE WELCOME!!!
Addr. 7510 Chasewood Dr. Missouri City, TX 77489... See More

NEW ABUNDANT LIFE CHURCH
Coffee & Conversation w/ Pastor Parker
This Sunday
February 17 @ 9:45AM
7510 Chasewood Dr.
Missouri City, TX 77489
New Abundant Life Church

February 8 at 9:35 PM

Men of Valor, meet us there tomorrow at 9:30 AM.

HMAF MEN MEETING

HARVEST

JOHN 4:35

WHEN
February 9th, 2019
9:30 - 12pm

WHERE
Spirit of Life Apostolic Church
2010 Engelhart St. Houston, TX 77054
Spiritoflifeapostolicchurch.com

FEATUREING:
Breakout sessions
The Apostolic Man
Men as Leader in the Home
Men as Leaders in the Church

AGES 16-UP

GUEST SPEAKERS
Pastor Derrick Smith
Bishop Wade Moore
Bishop Eddie Ferguson

SPONSORS
HMAF Pastors

FOOD
Continental Breakfast
Coffee
Orange Juice
Luncheon
XI KAPPA LAMBDA CHAPTER OF ALPHA PHI ALPHA FRATERNITY, INC.

Since its chartering on April 26, 1983, Xi Kappa Lambda has worked to organize and implement innovative programs that positively impact and transform our diverse communities. It is with a great deal of enthusiasm and love that I continue my term as the 18th President of this progressive chapter. The Executive Board and I are charged and ready to take our chapter to the next level of developing leaders, promoting brotherhood and academic excellence, while providing service and advocacy for our communities. Xi Kappa Lambda Chapter continues to create collaborative partnerships and develop sustainable and effective programs. Current programs include Voter Registration/Education Initiatives, Community Health Fairs, and providing school supplies to neighborhood children. We will expand our programs this year to include more of the national initiatives such as the Brother's Keeper program and "Go to High School, Go to College". As we move in this fast paced global society, there is much work to be done, so we ask that you join us in transforming our community through supporting our fundraising events and partnering with us to implement stellar public service programs. Brothers, friends, and supporters, thank you for taking the time to learn more about the new, existing, and innovative programs that help X Kappa Lambda Chapter transform lives and impact communities.

Keep in Touch with all the XKL Action with the latest Newsletter
Be up-to-date with all of the newest XKL headlines. Join our monthly email newsletter. It's fast and easy.
OUR PROGRAMS
The fraternity's national programs are community outreach mentoring initiatives that have been adopted by the organization's governing body and mandated for implementation by all of its chapters.

LATEST EVENTS
Our Previous Community Service Projects.
BRIEF HISTORY OF XI KAPPA LAMBDA CHAPTER

The origin of Xi Kappa Lambda began in 1982 when concerned members of Alpha Phi Alpha Fraternity, residing in the Missouri City, Texas area, expressed an interest to the national leadership of establishing a local chapter. The nucleus of Alpha men desirous of this project was lead by William A T Byrd and James Grady Prestage. This vision came to fruition when Xi Kappa Lambda Chapter of Alpha Phi Alpha Fraternity, Inc., seated in Missouri City, Texas, was chartered on Tuesday, April 26, 1983.

The nine charter members of Xi Kappa Lambda Chapter are Brothers:

- Archie Lee Blanson
- William A T Byrd (Q)
- Glenn Ray Etienne
- Wilfred Joseph Green
- Lavonne Harrell
- Edmund Livingston Hendon
- Alton Honore
- Raymond Willis Kelly
- James Grady Prestage

The current chapter membership consists of over 110 Alpha brothers (including 42 life members) who are involved in professional endeavors of business, education, government, politics and religion.

The Chapter actively supports the fraternity’s national programs and projects such as “Project Alpha” (male adolescence, teen pregnancy and health initiative) in collaboration with March of Dimes, “A Voteless People Is A Hopeless People” (voter registration) “Go To High School, Go To College” (youth counseling/high school mentoring programs), Big Brothers/Big Sisters and Boy Scouts of America. The chapter’s local programs include an annual Scholarship Cruise, Gala and Awards Program, HBCU Bus Tour, Educational Foundation Golf Tournament and many other projects that have become major voices in community service for the Fort Bend/Southwest Houston area.

December 4, 2006, marked the centennial milestone of “Leadership & Service” rendered by Alpha Phi Alpha Fraternity, Inc., the nation’s first intercollegiate fraternity organized by African Americans. The chapter remains steadfast in fulfilling its obligation envisioned by the seven founding fathers known as the “jewels.” Our motto shall remain:

"Manly Deeds, Scholarship and Love for All Mankind"
CONTACT US

You may contact us by filling in this form any time you need support or have any questions. You can also fill in the form to leave your comments or feedback.

Name:
- First
- Last

E-mail: someone@example.com

Phone:
- Area Code
- Phone Number

Mobile:
- Area Code
- Phone Number

Subject:

Details:

7031 W Fuqua St, Missouri City, TX 77489
March for Babies

Alpha Phi Alpha Fraternity, Inc. and the March Of Dimes began collaboratively implementing Project Alpha in 1980. Designed to provide young men with current and accurate information about teen pregnancy prevention, Project Alpha consists of a series of workshops and informational sessions conducted by Alpha Phi Alpha Fraternity brothers. The three goals of Project Alpha programs are:

Alpha Phi Alpha Fraternity, Inc. chapters all across the country work with their local March of Dimes to implement Project Alpha programs. Project Alpha week is the first week of November and reaches more than 25,000 young men every year.
GO-TO-HIGH-SCHOOL, GO-TO-COLLEGE

OVERVIEW

Mentorship Program

The “Go-to-High-School, Go-to-College” program, established in 1922, concentrates on the importance of completing secondary and collegiate education as a road to advancement. Statistics prove the value of this extra impetus in making the difference in the success of young African-American men, given that school completion is the single best predictor of future economic success. Through the Go-to-High-School, Go-to-College educational initiative, young men receive information and learn strategies that facilitate success. Alpha men provide youth participants with excellent role models to emulate.

DATE
Brother’s Keeper is a service program developed with the
mission of advocating for and improving the quality of life for
Alpha Phi Alpha Fraternity, Inc. brothers, their spouses, and
widows who are retired, are elders, have disabilities and are
ailing. Upon identification of need, the Brother’s Keeper
Program also provides assistance to mature and ailing
members of its communities. Limitations caused by advanced
age place demands on family members, caregivers, and the
larger community to ensure that elders remain independently
functional. The goal of the Brother’s Keeper Program is to
promote dignity and independence among Alpha family and
community members who need help in keeping their lives and
homes functional.
Meals on Wheels
MEALS ON WHEELS

For many homebound seniors, receiving a daily hot meal and a friendly visit are not common. But with Meals on Wheels, this simple act can become a cherished daily ritual in the life of a senior. Consider making a donation by selecting the "Harry K. Smith Meals-on-Wheels Fund."

The Recipients

Individuals who are age 60 years or older, incapacitated or disabled, and who are limited in meal preparation may be eligible to participate in the home-delivered meals program. Recipients are often nutritionally at-risk adults who may be disabled, living alone, or low-income earners.

If you know of anyone who would be appropriate as a recipient of our program contact Kari Stein at kstein@erjchouston.org or 713.595.8177 so that we can schedule an appointment to visit with and assess that senior.
The Meals

Our meals are either Standard American or Kosher and are delivered to a recipient's home each weekday. Kosher meals are prepared in-house under supervision by the Houston Kashrut Association. Frozen meals may additionally be provided, as funding allows. Each meal provides at least one third of the nutritional recommended daily allowance for an individual.

Home delivered meals are offered through the Harris County Area Agency on Aging with funding from the Older Americans Act, the Texas Department of Agriculture Texans Feeding Texans Home-Delivered Meal Grant Program, the United Way of Greater Houston, and the Jewish Federation of Greater Houston. Local funding and participant contributions supplement federal and state revenues.

The Service Area

Meals are delivered between the Southwest Freeway and Highway 288, and between the South 610 Loop and the Fort Bend County Line. Zip codes serviced include 77031, 77035, 77045, 77051, 77053, 77071, 77074, 77081, 77085, 77096 and Bellaire outside of the Loop.

For more information please contact Kari Stein at kstein@erjchouston.org or 713.595.8177 or Esther Bethke at ebethke@erjchouston.org or 713.595.8186.
Underserved Area – Edison Lofts

Census Tract 48157670602 (Edison Lofts Site)

Contiguous Census Tract 48157670700
Contiguous Census Tract 48157670300
Contiguous Census Tract 48157670400
Contiguous Census Tract 48157670601
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are based on federal census data and three releases of 5-year tabulations from the American Community Survey. The 2016-2020 5-year period is used in the analysis. QCTs are defined as census tracts with poverty rates of 22.2% or more, or with a ratio of median income to the Federal Poverty Limit of 1.30 or less. DDAs are identified as census tracts where geographic factors, such as barriers to access, may hinder development efforts.
The 2019 Qualified Census Tracts (QCTs) and Difficult Development Areas
and three releases of 5-year tabulations from the American Community Survey
federal Register notice published October 22, 2018.

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

Click here for full screen map

Select Year
☒ 2019
☐ 2018
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<th>Education Attainment</th>
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### Underserved SITE CT 6706.02

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<tr>
<th>PID</th>
<th>Jurisdiction</th>
<th>Program Name</th>
<th>Application Method</th>
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**Note:** The table above provides a summary of the underserved SITE CT 6706.02, including the jurisdiction, program name, application method, eligibility criteria, and additional information. Each entry details the specific requirements and considerations for accessing the services offered.
<table>
<thead>
<tr>
<th>Property Name</th>
<th>City</th>
<th>Zip Code</th>
<th>Number of Units</th>
<th>Number of Families</th>
<th>Percentage of Families Below Poverty</th>
<th>Percentage of Poverty Below 100%</th>
<th>Age Percentile</th>
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<td>Wilson Village Apartments</td>
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<td>10%</td>
<td>20%</td>
<td>40%</td>
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**Total:** 2,400 apartments, 1,200 families, 50% below poverty, 75% age percentile.
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y |
|   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |   |
|   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |

**Underserved Contiguous CT 6707.00**

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y |   |
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y |   |   |
|   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |

Microsoft Excel

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Options

Find and Replace

Find what: 48157670700

Replace with:

Options

Find All

Find Next

Close
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**Microsoft Excel Warning:**

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## 2019 Declared Disaster Areas
### Counties Eligible under §11.9(d)(3) of the 2019 QAP
### as of November 5, 2018

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February 20, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway
   Director of Multifamily Finance
Re: TDHCA Application No. 19327

Dear Ms. Holloway:

EAF Edison 19 LP ("Applicant") is proposing to develop Edison Lofts, an affordable rental housing development for individuals and families that will be located in at 7100 W Fuqua Dr., Houston, Ft. Bend County, Texas 77489 ("Development Site"). Fort Bend County is located in a FEMA Declared Disaster Area. Please see Attachment A-List of 2019 FEMA Declared Disaster Counties. The Applicant is electing Readiness to Proceed points pursuant to 10 TAC §11.9(/c)/(8) of the 2019 Qualified Allocation Plan (the “Rules”), and hereby certifies to the following:

1. The Applicant understands and will be prepared to close all financing on or before the last business day in November, 2019;

2. The Applicant will fully execute the construction contract on or before the last business day in November, 2019;

3. The Development Site is located in Houston, Texas, a municipality that has no zoning and therefore the development of Edison Lofts is a permitted use on the Development Site. Please see Attachment B-City of Houston No Zoning Letter;

4. The Applicant established a closing timeline under the Purchase Contract that obligates the Applicant to close no later than November 29, 2019. Also, attached please find as Attachment C a current state of architectural drawings statement and critical path schedule from Mucasey & Associates, Architect (the “Architect”). Architect understands and is prepared to work with the Applicant to ensure closing in a timely manner.

5. Our Syndicator and Lender are aware that Edison Lofts is expected to close before the last business day in November, 2019 and are committed to work with the Applicant to ensure the deadline is met. Please see Attachment D-commitment letters from our Debt and Equity providers acknowledging the closing date; and

6. 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 a penalty under 10 TAC §11.9(/f) of the Rules.

We look forward to working with TDHCA on a timely closing and successful development.

Sincerely,

EAF Edison 19, LP

By: Donna Rickenbacker, Authorized Representative

Cc: Charity Carter – edisonartsfoundation@gmail.com
2019 FEMA Declared Disaster Areas
Counties Eligible under
§11.9(d)(8) of the 2019 QAP
Readiness to Proceed in Disaster Impacted Counties

Aransas    Fayette    Jefferson    Orange
Austin     Fort Bend    Jim Wells    Polk
Bastrop    Galveston    Karnes    Refugio
Bee        Goliad      Kleberg    Sabine
Brazoria   Gonzales    Lavaca    San Jacinto
Caldwell   Grimes      Lee    San Patricio
Calhoun    Hardin      Liberty    Tyler
Cameron    Harris      Matagorda    Victoria
Chambers   Hidalgo    Montgomery    Walker
Colorado   Jackson    Newton    Waller
DeWitt    Jasper    Nueces    Wharton
Effective Date: January 1, 2019

OFFICIAL CITY OF HOUSTON ZONING LETTER

To: Whom It May Concern

The City of Houston does not have a city-wide comprehensive zoning ordinance. However, there are certain land use regulations for properties located within the areas described below and in attached map:

- Land surrounding the Houston airports, including George H. Bush Intercontinental Airport (IAH), Houston Hobby Airport (HOU), and Ellington Airport (EFD). There are certain land use regulations and height/hazard area regulations for properties located within the airport land use envelope and federally regulated airspace. The regulations can be viewed in the City of Houston Code of Ordinances, Chapter 9, Article VI and VII at https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeld=COOR_CH9AV. Regulations and maps for each airport are also available at https://www.fly2houston.com under the Resources/Regulatory tab.

- Tax Increment Reinvestment Zone (TIRZ) #1, St. George Place - Zoning regulations control the use of land within the TIRZ boundaries. A copy of the TIRZ 1 planning and zoning regulations is available at http://stgeorgeplace.org/download/tirz/documents/TIRZ_1_Zoning_Regulations.pdf

All other applicable development regulations can be found in the Code of Ordinances. The direct link to the code's site is https://library.municode.com/tx/houston/codes/code_of_ordinances.

This letter does not address any separately filed restrictions that may be applicable to a property.

Margaret Wallace Brown, Interim Director
City of Houston
Land Use Boundary Map

1. George H. Bush Intercontinental Airport (IAH)
2. Hobby Airport (HOU)
3. Ellington Field (EFD)
4. St. George TIRZ #1

Source: City of Houston GIS Division, Harris County Appraisal District, Harris County Engineer's Office, Houston Airport System
St. George TIRZ 1
Date: 12/27/2018
Reference: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet

This map is made available for reference purposes only and should not be substituted for a survey product. The City of Houston will not accept liability of any kind in conjunction with its use.
CURRENT STAGE OF ARCHITECTURAL DRAWINGS

Project Architect: Mucasey & Associates, Architects
Project Name: Edison Lofts
Date: March 1, 2019

The completed Tax Credit Submittal Package produced in Autocad will serve as the basis for the Building Permit Documents. All Preliminary Design Work for this project has been completed including:

- Site design of building placements with regards to setbacks and easements, parking lot layouts, fire lane layouts to comply with hoselayout requirements, sidewalk design to provide all accessible routes to all ground floor and handicap units and connecting all units to all amenities and public sidewalk/R.O.W., dumpster design and layout, fencing and gates, pool and deck design, guest entry lane/telephone, and monument sign placement.

- Typical unit design of all units, including layouts of Baths, Kitchens, Computer Desks, Closets, wall layouts, door sizes and layouts, window placement that is coordinated with exterior design, balcony design, flooring extent and design, and furniture layouts to justify the design of the Living and Dining Rooms.

- Building design including breezeways, corridors, stairwells, elevators (if required), fire sprinkler closets, and specific units and their variations throughout the building layout.

- Exterior elevations of all exterior exposures of all building types including roof slopes, fascia and cornice detailing, balcony and stair railing details, window design and detailing, exterior doors and detailing, and all exterior veneer layout and detailing.

- Amenity Center design including all interior layouts of public areas, public Toilet Room design, Public Kitchen area design, Management Office layout and design, Business Center design, Fitness Center design, Mailbox Center design, Public Laundry design, and all mechanical closets required.

- Grille House/Cabana design including covered pavilions, grille and furniture detailing, and all exterior elevations and detailing.

Based on the completed design work to compile the Tax Credit Submittal, the Preliminary Structural Design of the buildings has been completed by the Architect, including design of building technology to allow the proper layout in Autocad of all building plans and exterior elevations, that include the properly sized floor and roof trusses, and extents of concrete foundations. This will serve as the basis for the Construction Documents.

Based on the completed design work to compile the Tax Credit Submittal, the Preliminary Mechanical/Electrical Design of the units, buildings, and Amenity Buildings has been completed by the Architect, including meter bank locations, condensing unit locations at all buildings, air-conditioning closet/plenum locations, hot water heater locations, and appliance locations. This will serve as the basis for the Construction Documents.

The above design work that has been completed by the March 1, 2019 submittal date will enable the civil, structural, and MEP Engineers to immediately begin producing their individual Construction Document Packages without further delay, which will expedite the remaining time required to compile the full Building Permit Submittal Package.

Submitted by:

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects
Architect Of Record

Date: 2/28/19
CRITICAL PATH SCHEDULE: Site Development/Bldg. Permit
Project Architect: Mucasey & Associates, Architects
Project Name: Edison Lofts
Date: March 1, 2019

Tax Credit Package complete as of March 1, 2019, and submitted to TDHCA.

- March 8-22: Develop architectural wall and building sections, roof plans, building floor slopes, and details to enable the issuance of Engineering Backgrounds. Initiate Soils Testing to enable foundation design and production of Geotechnical Report.
- March 8-June 8: Initiate Platting procedure if required, and Performance Standards Review
- March 22: Issue Autocad backgrounds to civil, structural, and MEP engineers.
- March 22-May 5: Complete Architectural, Civil, Structural, and MEP Building Permit Documents.
- May 5-12: Coordination of Architectural and Engineering Drawings for Permit Submittal.
- May 12: Submittal for Permit in City Of Houston.
- May 12-September 12: Resolution of all Permit Comments and Issuance of City Permit, to include recordation of Plat if required, and payment of all permit fees, water and wastewater/storm fees.
- October 16-30: Close on property and Construction Loan to enable construction to begin.
- October 31: Begin mobilization and construction onsite.

Submitted by:

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects
Architect Of Record

Date: 2/28/19
February 25, 2019

EAF Edison 19, L.P.
Attn: Ms. Donna Rickenbacker
DWR Development Group, LLC
6300 West Loop South, Ste 670
Bellaire, TX 77401

Re: Edison Lofts

Dear Ms. Rickenbacker:

On behalf of National Equity Fund, Inc. (“NEF”), I am pleased to provide this Letter of Intent (“Letter”) which outlines the principal business terms of our proposed investment in the above-named Project. We invest through our affiliate, NEF Assignment Corporation (“Assignment Corporation”), by purchasing a [99.99%] interest in the Limited Partnership formed to own and operate the Project. When we refer to “NEF,” we mean National Equity Fund, Inc. and its affiliates, including without limitation Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions which are incorporated in the corresponding TDHCA application. Changes in those assumptions may result in changes to the terms of our proposed investment.

Upon your acceptance of this Letter, we will begin our standard due diligence activities. Upon successful completion of our due diligence and receipt of internal approvals, we will prepare a Limited Partnership Agreement, based on our current model form (“Limited Partnership Agreement”), and related closing agreements. These agreements will incorporate the terms appearing in this Letter, subject to any modifications that may be required to obtain final investment approval. We will then proceed to close this investment. NEF is aware that the applicant is seeking Readiness to Proceed points included in the 2019 QAP because the site is located in a FEMA declared disaster county. NEF is aware of the requirement to close on or before the last business day in November 2019 and fully intends to work with applicant to meet this required deadline. NEF and DWR partnered on DWR’s 2018 9% project, Somerset Lofts, which was closed successfully by October 31, 2018 to meet 2018’s readiness requirement. NEF has reviewed the following complete due diligence as of the issuance of this letter:

1. The financial feasibility of the Project including the review of site location (market study to be reviewed by May 1, 2019);
2. The financial capacity of the Guarantors;
3. Survey and title commitment;
4. Site feasibility study
1. **Property Information**

The Project consists of a proposed LIHTC, multifamily community which will consist of 126 units for families located in Houston, TX. 107 units will be set aside for tenants with incomes at or below 60% of Area Median Income with the remaining 19 units unrestricted at market rents.

2. **Property Ownership**

   - **Limited Partnership:** EAF Edison 19, L.P. (the “Limited Partnership”)
   - **General Partner:** EAF Edison GP, LLC - 100% owned by Edison Arts Foundation, Inc. (Texas non-profit) (“EAF”)
   - **Special Limited Partner:** DWR Development Group, LLC (“DWR”) – 100% owned by Donna Rickenbacker
   - **Co-Developers:** EAF & DWR
   - **Guarantors:** DWR and Donna Rickenbacker. NEF has reviewed the entities and principals involved and has no reservations at this time.

   - **Limited Partner:** One or more investor funds, limited partnerships or limited liability companies of which NEF or its affiliate is the general partner or managing member, or Assignment Corporation, as nominee, on behalf of one or more such entities.

3. **Project Financing**

   A. **Construction Loan.** The Limited Partnership expects to receive a construction loan term sheet or commitment for the Project from BBVA Compass of approximately $13,600,000 for an initial term of at least 24 months and a 6 month extension at an estimated 5.0% interest rate.

   B. **Permanent Financing.** The permanent financing on the project is as follows:

   (All loans are non-recourse loans, unless otherwise noted, and all financing structures must be acceptable to NEF.)

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Permanent amortizing debt must be a fixed-rate commitment for a minimum of 15 years with terms acceptable to NEF.
4. Timing Assumptions

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<tr>
<td>100% Qualified Occupancy</td>
<td>4/1/22</td>
</tr>
<tr>
<td>Stabilized Occupancy</td>
<td>7/1/22</td>
</tr>
</tbody>
</table>

If these timing assumptions are not met, the terms of our proposed investment are subject to change. The term “Tax Credit Compliance Period” means, for each building in the Project, the 15 taxable years beginning with the first taxable year of the ‘Credit Period’, as defined in Section 42 of the Internal Revenue Code, as amended (“Code”).

5. Tax Credit Price and Pay-In Schedule

The Limited Partner will purchase the Tax Credits described in Paragraph 6 for a total purchase price of $13,498,650 (“Capital Contributions”), or $0.90 cents for each $1.00 of projected Tax Credits on an annual Tax Credit award of $1,500,000. Proceeds of the Capital Contributions will be used to fund Project equity (“Project Equity”) and the non-deferred portion of the Developer Fee (“Non-Deferred Developer Fee”). NEF will advance Project Equity and the Non-Deferred Developer Fee in installments, based upon its determination that the conditions specified in the Limited Partnership Agreement for payment of that installment (“Applicable Conditions”) have been met. We make this determination based on our review and approval of certain documents you provide to us. Equity disbursements during construction are expected to be made through the construction lender’s escrow or, if there is no construction lender, through a title company using a disbursement agreement acceptable to NEF. We currently expect installments of Project Equity will be paid according to the schedule below. The schedule identifies some of the Applicable Conditions that will apply to each payment.

A. First Installment: $2,699,730 (20.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:
   
   (i) Admission of NEF to the Limited Partnership and commencement of construction.
   (ii) $55,000 of this installment will be utilized to pay NEF’s syndication fee which will cover all of NEF’s closing cost

B. Second Installment: $4,049,595 (30.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

   (i) Completion of 100% of Project construction (final lien waivers);
   (ii) Temporary (or, if available, Final) Certificates of Occupancy;
(iii) Architect’s certification indicating that all the work has been completed substantially in accordance with plans and specifications;
(iv) Satisfaction of the 10% Carryover Allocation requirements (if not addressed at Closing);
(v) Owner’s title insurance policy in final form;
(vi) Architect’s certification indicating that all the work has been completed substantially in accordance with plans and specifications;
(vi) Draft Cost Certification verifying the Tax Credit basis;

C. Third Installment: $6,074,393 (45%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) 100% Qualified Occupancy of all Project Tax Credit Units;
(ii) Funding of the Project’s permanent loan and receipt of executed permanent loan documents in approved form;
(iii) Payment of any amounts required by the General Partner’s Development Completion Guaranty;
(iv) Achievement of Stabilized Occupancy (generally defined as at least 93% occupancy with a Debt Service Coverage Ratio of 1.15x or better for a three consecutive month period after construction completion.
(vi) Completion of any outstanding punch list items;
(vii) Owner’s date down title insurance coverage;
(viii) “As-Built” ALTA survey;
(ix) Final lien waivers from the General Contractor;
(x) If applicable, receipt (or evidence of filing) of real estate tax abatement;
(xi) Final Certificates of Occupancy, if not previously provided;
(xii) Final Cost Certification verifying the Tax Credit basis;
(xiii) Funding of Project reserves (or funding with the proceeds of this installment) at the required levels;
(xiv) If applicable, satisfaction of radon testing requirements;
(xv) Recorded Extended Use Agreement; and

D. Fourth Installment: $674,932 (5%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

(i) The first year’s tax return and K-1;
(ii) Fully executed Form 8609 for all Project buildings; and

6. Developer Fee

The Developer will earn a fee for development services in the total amount of $2,861,631 (the “Developer Fee”). $34,198 is projected to be deferred and will be paid from cash flow. If for some unforeseen reason a portion of the Developer Fee is deferred it will be payable from cash received from the operation of the Limited Partnership, after payment of debt service and operating expenses (“Cash Flow”), during the Tax Credit Compliance Period. Any principal balance and/or accrued interest on the Deferred Developer Fee remaining unpaid by the end of the eleventh (11th) year of the Tax Credit Compliance Period must be paid in full by
the General Partner. Cash developer fee will be funded as follows: 25% at First Installment, 25% at Second Installment, 40% at Third Installment, and 10% at Fourth Installment. Pay-ins subject to final underwriting and approval.

7. Reserve Requirements

A. **Operating Reserve.** $523,194, will be funded from a portion of the Limited Partner’s Capital Contributions. The General Partner will be permitted to use funds in the Operating Reserve account prior to any draw on its Operating Deficit Guaranty obligation. We approve all withdrawals from the Operating Reserve account. This Operating Reserve account remains with the Limited Partnership through the Tax Credit Compliance Period and any funds in the account at the end of that period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

B. **Rent Up Reserve.** $75,000, will be funded from a portion of the Limited Partner’s Capital Contributions.

C. **Replacement Reserve.** The General Partner must fund the Replacement Reserve account in the annual amount of $300 per unit per year (to be increased annually by 3% per annum from Project revenues throughout the Tax Credit Compliance Period. We must approve withdrawals that in the aggregate during any calendar year exceed the lesser of (i) $5,000 or (ii) ten percent (10%) of the amount then remaining in the Replacement Reserve account. Any funds remaining in the Replacement Reserve account at the end of the Tax Credit Compliance Period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

8. General Partner Guaranties and Other Obligations

A. **Development Completion Guaranty.** Guarantors will provide an unlimited guarantee of development completion which includes payments required for construction completion, funding of any operating deficits prior to Stabilized Occupancy, and conversion of the construction loan to a right-sized permanent loan having debt service requirements consistent with targeted debt service coverage levels. The General Partner will provide monthly reports to us during construction. The general contractor will provide (i) either a Stipulated Sum Contract or a Guaranteed Maximum Price Contract (using the current AIA form of agreement), and (ii) either a letter of credit equal to 15% of the total construction cost or a 100% payment and performance bond.

B. **Operating Deficit Guaranty.** Guarantors will provide an Operating Deficit Guaranty in the amount of $523,194 until the Project has maintained a 1.15 annual Debt Service Coverage Ratio for two consecutive years after the third anniversary of the date Stabilized Occupancy is achieved. If at the end of that period the Operating Reserve is not funded at the level specified in Paragraph
7. Above, the Operating Deficit Guaranty will remain in effect until the General Partner causes the Operating Reserve to be funded at the required level in the manner provided in the Limited Partnership Agreement.

C. Repurchase. Guarantor is required to repurchase the Limited Partner’s interest if certain major adverse events occur that threaten the continuing viability of the Project or its ability to generate the projected Tax Credits. The conditions triggering this repurchase obligation and the repurchase amount are described in detail in the Limited Partnership Agreement.

D. Environmental Indemnification. Guarantor will provide an environmental indemnification with regard to the presence of any hazardous substances or the existence of other environmental conditions at the Project Property. Our standard environmental indemnification provisions are contained in the Limited Partnership Agreement.

9. Limited Partner Transfers

The Limited Partner will have certain rights to transfer its interest in the Limited Partnership, including the right to withdraw from the Limited Partnership at any time after the Limited Partner has satisfied its obligation to pay Capital Contributions and the right to put its interest to the General Partner upon the expiration of the Tax Credit Compliance Period.

10. Reports

During the term of our investment, the General Partner will provide the following reports: (i) quarterly management and financial reports for the Limited Partnership, (ii) state and federal tax returns, (iii) monthly construction status and lease-up reports, (iv) copies of all construction loan draw requests, (v) annual audited financial statements for the Limited Partnership prepared in accordance with generally accepted accounting principles (GAAP), (vi) annual budget, and (vii) other information regarding significant Limited Partnership operations. The General Partner is required to submit such reports to the Limited Partner within the time frames established by the Limited Partnership Agreement. The fiscal year of the Limited Partnership will be the calendar year unless otherwise specified by us.

11. Summary

This Letter summarizes the general terms and conditions of our investment which will be further detailed in the Limited Partnership Agreement. If these terms are acceptable to you, please sign and return this Letter to:

Jason Aldridge | Vice President of Originations
NATIONAL EQUITY FUND ®
5332 Longview St
Dallas, TX 75206
Phone (972) 741-5150
This Letter is valid until July 31, 2019 with an LPA closing no later than November 29, 2019. If this Letter is not signed by you prior to such date due to changes in market conditions or other assumptions on which this Letter is based, we will extend the date so long as you continue to work with us in good faith to restructure the transaction in a mutually satisfactory manner. We reserve the right to terminate this Letter at any time if we determine that such efforts are not likely to lead to a result reasonably satisfactory to us within a reasonable period of time not to exceed sixty (60) days from the date of this Letter.

By signing this Letter, and in consideration of the cost and expense incurred or to be incurred by us in conducting due diligence documentation and review, the Sponsor/General Partner hereby grants NEF or its affiliate the right to acquire a 99.98% interest in the Limited Partnership and the exclusive right to syndicate the Tax Credits generated by the Project. Our exclusive right to syndicate the tax credits shall continue until the earlier of (i) the date that occurs two years from the date of this letter or (ii) the date on which we agree in writing to terminate its exclusive right to syndicate the Tax Credits. Also, by executing this Letter you hereby authorize us to make any credit inquiries that we may deem necessary as part of its underwriting. These credit inquiries may be performed on the General Partner, Sponsor/Developer, Guarantors, or any other entities as determined to be necessary by us.

As next steps, we will perform a site visit and conduct document review and other due diligence activities to verify the information that has been provided and will be provided and the assumptions contained in the Projections. Our ability to recommend this proposed investment for final internal approval will depend upon a satisfactory outcome to these due diligence activities. Final internal approval requires action by our Investment Review Committee. If the committee grants approval, we will prepare the Limited Partnership Agreement and discuss with you and your attorneys all closing documentation and checklist items. This Investment Review Committee must approve this investment and the closing must occur by the date shown in Paragraph 5 above. We reserve the right to terminate this Letter if we determine that any of the conditions described in this paragraph have not or will not be met in a timely manner.

Upon receipt of this Letter executed by you, NEF will continue its due diligence on the Project investment. At your request, we may engage outside counsel to draft documents and conduct legal reviews prior to approval of this transaction by our Investment Review Committee, on the condition that you assume responsibility for payment of our legal fees if the transaction is not approved or does not close due to a change of assumptions incorporated in the Projections or other reasons outside of NEF’s control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
We look forward to working with you and your organization on this important affordable housing project in your community.

Sincerely,

NATIONAL EQUITY FUND, INC.

Jason Aldridge, Vice President
Via: E-Mail

February 25, 2019

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

RE: Edison Lofts, Houston, TX - TDHCA #19327

Dear Donna,

Zions Bancorporation, N.A dba Amegy Bank ("Lender") is interested in providing financing for the Property, as described below. Based on our discussions and the information you have presented to us, I am pleased to present the following "Term Sheet" as a preliminary outline of financing for your consideration. In this regard, I present the following proposed loan terms for your consideration:

**General Information**

**Borrower:** EAF Edison 19 LP, a to be formed single asset entity (the "Borrower").

**Property:** A 126 unit affordable multifamily rental housing project to be constructed on land located at approximately 7100 West Fuqua Drive, Houston, Fort Bend County, Texas 77489 (the "Property").

**Purpose:** To provide a "Mortgage Loan" for construction and permanent financing of a multifamily rental housing property and related facilities and improvements.

**Security:** A valid, first lien encumbering the Property along with an assignment of the plans, specs, equity contributions, leases, rents, architect/engineering contracts, construction contracts, licenses, permits, and other agreements.

**Recourse:** Full recourse to the Borrower. DWR Development Group, LLC and Donna Rickenbacker, (the "Guarantors") must sign a full unconditional guaranty at closing.

Upon satisfying the requirements for Amortization Commencement, as outlined in this Term Sheet, the Mortgage Loan will convert to a non-recourse loan and the guaranty shall become limited to certain circumstances occurring, such as fraud, misrepresentation, environmental issues, bankruptcy, etc.
Loan Terms

Loan Amount: The Mortgage Loan will be in an amount equal to the lesser of (a) $13,600,000 or (b) 80% of the Property's appraised value, as completed (including the value of the tax credits), based upon Lender's review of an approved third-party appraisal. The Mortgage Loan amount is based upon a total project cost of $24,942,848.

Permanent Loan Term Amount: The "Permanent Loan Term Amount" is estimated to be $4,710,000. The Permanent Loan Term Amount may not exceed 80% of the Property's appraised value "as stabilized" assuming restricted rents based upon Lender's review of a third-party appraisal, with a minimum underwritten debt service coverage ratio of 1.15 to 1 at project completion and stabilization based upon an underwritten interest rate of 6.50% with a 30-year amortization.

Equity Investment: $13,498,650 or such other amount acceptable by Lender, by tax credit investor who is acceptable to Lender. If at any time during the Loan Term Lender determines that the portion of the Loan Amount not yet advanced is insufficient to complete the remaining construction work due to an increase in the total project cost, Borrower will be required to contribute additional equity equal to the shortage prior to Lender advancing additional loan proceeds.

Equity installments will be used to fund development costs and/or pay down the Mortgage Loan to the Permanent Loan Term Amount.

Secondary Financing: Borrower has committed to obtain secondary financing from the City of Houston ("COH") in the amount of $6,700,000 ("Secondary Loan"). All secondary financing shall be subordinate in all respects to the liens of the Lender.

No additional secondary financing shall be permitted without prior written consent of the Lender.

Interest Rate: The Interest Rate on the Mortgage Loan is calculated by adding a base spread of 2.50% to the 30-day LIBOR rate adjusted monthly. (Currently, underwritten at a 5.00% rate)

The Interest Rate on the Permanent Loan Term Amount shall be fixed;

- at a rate equal to the commensurate Swap Rate plus 2.60%, which shall be set within 5 days of closing. (Currently, underwritten at a 6.50% rate)

Loan Term: The term for the Mortgage Loan will be 20 years. (24 months construction period and 18 years permanent period).

At Borrower's option, subject to the terms of the Loan Agreement, the construction period may be extended for (6) six months upon the payment of a .25% extension fee based upon the outstanding principal balance of the Mortgage Loan on that date, and the full and complete
satisfaction of certain other conditions as will be specified in the Loan Agreement.

If the extension option is exercised, the construction period will be 30 months and the permanent period will be 17 ½ years.

**Loan Payments:**

Monthly payments for the Mortgage Loan will be interest only for the first 24 months, thereafter converting to principal and interest payments based upon a 30-year amortization period.

**Amortization Commencement:**

"Amortization Commencement" is the date that the Mortgage Loan begins amortization which occurs after (1) completion of the Project, (2) principal balance of the Mortgage Loan reduced to the Permanent Loan Term Amount, (3) Project occupancy of 90% for 90 days, (4) operating performance at a debt coverage ratio of no less than 1.15 to 1 for 90 days and (5) satisfaction of the limited partnership requirements. Amortization Commencement is not to occur later than 24 months from loan closing. The debt coverage ratio calculation will include principal, interest, operating expenses, any and all taxes payable, insurance and replacement reserves, and use the actual rate locked at closing and a 30-year amortization.

**Construction Completion:**

Project construction must be completed within 15 months of loan closing.

**Construction Contract:**

Borrower must provide one or more, fixed cost construction contract(s) for an aggregate cost consistent with the budget approved by Lender. Lender must approve the financial condition of the Contractor(s) to determine if any bonding will be required. Any lien rights of the Contractor(s) shall be subordinate to liens of the Lender.

**Advances:**

Project costs will first be funded from the equity deposited with Lender (as it is funded) and second from the proceeds of the Secondary Loan (as it is funded according to its terms) and thirdly from the Mortgage Loan. None of the proceeds of the Mortgage Loan will be made available to Borrower unless and until the entire amount of the first equity payment has been deposited with Lender and disbursed to Borrower in accordance with the terms of the Loan Agreement.

Construction draws can be submitted for consideration by Lender on monthly basis. All advances are subject to the terms of the Loan Agreement and other loan documents which use percentage of completion with a 10% retainage (except for materials) for determining each advance. When the stage of construction is determined to be 90% complete, the retainage held will be reduced to 5%.

When the stage of construction is determined to be 50% complete, Borrower may request a release of retainage for the initial subcontractors whose work is complete. Borrower must provide to Lender a list detailing each subcontractor, the original contract amount and the retainage amount to be released. At the draw following the
release of retainage, the Borrower must supply a final lien waiver from each of the released subcontractors.

**Developer Fees & Overhead:** Developer fees and overhead may be paid based on a mutually agreed upon schedule between the Lender and the tax credit investors.

**Inspections:** An independent inspection firm will verify draw requests involving hard construction costs. The cost of the inspections will be paid for by the Borrower. Any testing reports that the Borrower receives during construction should be forwarded to Lender so these reports can be provided to Lender's inspecting engineer.

**Prepayment:** The Mortgage Loan may be prepaid at any time subject to a "Prepayment Penalty", which shall be based on the following:

1st – 5th Year of Mortgage Loan – 1%
6th Year of Mortgage Loan and thereafter – 0%

Notwithstanding the foregoing, the Mortgage Loan balance may be reduced by up to 10%, without penalty, at time of Amortization Commencement.

**Loan Closing Date:** Amegy Bank is aware the Edison Lofts is located in a county declared by FEMA to be eligible for individual assistance within two years preceding December 01, 2018, and therefore is expected to close on or before the last business day in November 2019.

**Funds and Accounts**

**Tax and Insurance Escrow:** An escrow account will be required for real estate taxes, assessments and insurance premiums commencing the month following conversion.

**Capital Improvement Reserve:** The Lender will establish a designated escrow account for the Capital Improvements Reserve. Borrower shall make monthly deposits to said account in the amount of $3,150 per month for replacement items commencing the month following conversion.

**Reserves:** A Rent Up Reserve must be included in the development budget equal to $50,000. These funds may be drawn during the lease-up phase up until Amortization Commencement.

An Operating Reserve must be included in the development budget equal to $522,800 for future operating deficits after Amortization Commencement.

**Deposits and Fees**

**Expense Deposit:** An Expense Deposit is not required. However, Borrower agrees to pay for any Lender ordered third party reports, such as the appraisal.
**Origination Fee:** Borrower agrees to pay to Lender non-refundable "Origination Fees" in an amount equal to 1% of the Mortgage Loan amount and 1% of the Permanent Loan Amount at closing.

**Legal Fees:** Borrower agrees to pay Lender's legal fees incurred in connection with the preparation and negotiation of the loan documents.

**Broker Fees:** It is Lender's understanding that no mortgage broker is involved in this transaction. No broker's fees will be paid by Lender or from any fees due Lender.

This term sheet reflects Lender's preliminary interest in exploring the possibility of a credit arrangement and will not be binding on the Lender or the addressee. The terms proposed herein are subject to revision at Lender's discretion. Should Lender enter into a credit relationship with the borrower, documents may contain additional or different terms, covenants, and conditions. This term sheet may not be contradicted by evidence or any alleged oral agreement, may not be disclosed, and may not be relied upon for any purpose without Lender's prior written consent.

This term sheet is provided as an outline of terms only and is not to be considered a commitment by Lender to lend at a contract rate of interest. Any commitment by Lender is subject to further due diligence, including but not limited, to the following:

- The receipt, review and acceptance of an appraisal to be commissioned by Lender,
- The receipt, review and acceptance of an environmental report for the project,
- Verification of the source of the Equity Investment,
- Evidence of permissive zoning, adequacy of parking, and flood zone determination,
- A review of the apartment market in Houston, Fort Bend County, Texas,
- Acceptability of the financial condition, credit worthiness and references of the Borrower and each Guarantor with no material change in the information prior to closing, and
- Review and final approval by the loan committee of Lender.

Sara Hale
1. **Site Acreage**

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

<table>
<thead>
<tr>
<th>Site Control</th>
<th>Site Plan</th>
<th>Appraisal</th>
<th>ESA</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.5</td>
<td>5.5</td>
<td>N/A</td>
<td>5.5</td>
</tr>
</tbody>
</table>

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

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

   **None**

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):

   **Entity Name**: Willowridge Commons, LLC  
   **Contact Name**: Manny Malekan  
   **Address**: 1955 West TC Jester Blvd.  
   **City**: Houston  
   **State**: TX  
   **Zip**: 77008  
   **Date of Last Sale**: 4/3/1998

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

   If "Yes," please explain:

   **No**

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

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

   **No**

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

   **Name**: Willowridge Commons, LLC  
   **Relationship**: Not Related to Buyer

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

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

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

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

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

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

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

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

Development qualifies for the boost for:

- Qualified Census tract that has less than 20% HTC Units per household
- New Construction or Adaptive Reuse Development is in a QCT with 20% or greater Housing Tax Credit Units per household, and a resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development is included behind Tab 8.†*
  †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: 
Support Documentation from Site Information Part III Should be Included Behind this Tab.

<table>
<thead>
<tr>
<th>Site Control Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> If recorded warranty deed, includes corresponding executed settlement statement (or functional equivalent).</td>
</tr>
<tr>
<td><strong>n/a</strong> If Identity of Interest, includes documentation described in 10 TAC §11.302(e)(1)(B)(ii), as applicable.</td>
</tr>
<tr>
<td><strong>n/a</strong> 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).</td>
</tr>
<tr>
<td><strong>X</strong> Title Commitment or Policy</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Increase in Eligible Basis (30% Boost)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>n/a</strong> Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.</td>
</tr>
<tr>
<td><strong>n/a</strong> 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.</td>
</tr>
<tr>
<td><strong>n/a</strong> SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.</td>
</tr>
<tr>
<td><strong>n/a</strong> 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.</td>
</tr>
</tbody>
</table>

List of Opportunity Zones can be found at: [https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx](https://www.cdfifund.gov/Documents/Copy%20of%20Designated%20QOZs.6.14.18.xlsx)
1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Willowridge Commons LLC, a Texas limited liability company

Address: 1665 West TC Jester Blvd., Houston, TX 77082-1256

Phone: (818) 277-1677 Email: manny.malekan@yahoo.com

Fax: ______________________________ Other: Bill Rowell-bill@rowellrealtystx.com (713) 817-2258

Buyer: Edison Arts Foundation, Inc., a Texas non-profit corporation, or its assignees

Address: 1959 Texas Parkway, Missouri City, TX 77489

Phone: (713) 459-4929 Email: Charity Carter-charitycarter@edisonfoundation.org

Fax: ______________________________ Other: Donna Rickenbacker-donna@dwrdevelopment.com

2. PROPERTY:

A. "Property" means that real property situated in Fort Bend County, Texas at 5.50 acres but a called 12.9234 acre tract of land located at 7100 W Fuqua Dr., Houston, TX 77489 (address) and that is legally described on the attached Exhibit "A" as follows:

B. Seller will sell and convey the Property together with:

(1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gors, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: None

Any personal property not included in the sale must be removed by Seller prior to closing.

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

A. Cash portion payable by Buyer at closing: $__________________________ 1,300,000.00

B. Sum of all financing described in Paragraph 4: $__________________________

C. Sales price (sum of 3A and 3B): $__________________________ 1,500,000.00

(TAR-2001) 4-1-18
Initialed in identification by Seller and Buyer
4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

A. Third Party Financing: One or more third party loans in the total amount of $ N/A. This contract:
   (1) is not contingent upon Buyer obtaining third party financing,
   (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).

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

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

5. EARNEST MONEY:

A. Not later than 3 days after the date company acknowledges receipt of the Contract.

B. Buyer will deposit an additional amount of $ N/A with the title company to be made part of the earnest money on or before:
   (1) _______ days after Buyer's right to terminate under Paragraph 7B expires; or
   (2) N/A

C. 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.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

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

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

   (3) Within 35 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.

(Paragraph 1931) 4-1-18

[Signature of Seller and Buyer]
B. Survey: Within _N/A_ days after the effective date:

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

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

☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with any and all documents relating to the existing survey. If the existing survey is not acceptable to the title company, Seller and Buyer (the updating party) will, at the updating party's expense, either (a) prepare a new survey acceptable to the title company or deliver the acceptable survey to the title company and pay the costs related to such survey. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required.

C. UCC Search:

☐ (1) Within _N/A_ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property or the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

☐ (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within _N/A_ days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in this agreement or other than those permitted by this contract or item that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) 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 8D 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: Seller is conveying the Property AS IS WITH ALL FAULTS subject to the terms of this Contract and Addendum A attached hereto and made a part hereof for all purposes.

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

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

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

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

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional days by depositing additional earnest money in the amount of $ See Addendum A with the title company. If no dollar amount is stated in this Paragraph 7B or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) 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.

(4) 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
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Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

1) Delivery of Property Information: Within — days after the effective date, Seller will deliver to Buyer:
   (a) a current copy of all leases affecting the Property certified by Buyer as true and correct;
   (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the lease(s);
   (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
   (d) 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;
   (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
   (f) copies of current utility capacity letters from the Property's water and sewer service provider;
   (g) copies of all current warranties and guarantees relating to all types of the Property;
   (h) copies of fire, health, liability, and other insurance policies that currently relate to the Property;
   (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
   (j) a copy of the site plan and specifications of the Property; and
   (k) copies of all invoices for utilities and repair invoices by Seller for the Property in the 24 months immediately preceding the effective date.

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;
   (b) deliver electronically to Buyer or Seller copies of the items described in Paragraph 7D(1) that Buyer made or received from Seller;
   (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed;
   (d) return to Seller any electronic information which Buyer received from Seller that Buyer or Buyer's agents made or received from Seller;
   (e) delete or destroy all copies of the items described in Paragraph 7D(1) that Buyer or Buyer's agents made or received from Seller.

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.

Initialed for identification by Seller and Buyer.
8. LEASES:

A. Each written lease Seller is assigned 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 non-occupancy of the leased premises by a tenant;
4. any advance sums paid by a tenant under any lease;
5. any concessions, bonuses, free rent, rebates, brokerage commissions, or other matters that affect any lease; and
6. any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to this contract.

B. Extended Verification: Within ___ days after the effective date, Seller will deliver Buyer: a signed or written form by such manner that学员的公

7. The extended verification must include the statements contained in the current version of TAR Form 1953—Commercial Real Estate Lease Agreement, any additional information requested by a third-party lender providing financing under Paragraph 4 if the third-party lender requests such additional information at least 10 days prior to the seller's date that Seller may deliver the extended verification.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Rowell Realty Texas Corp.
Agent: William "Bill" Dougan Rowell
Address: 13501 Sante Fe Drive
City: Houston, TX 77079
Phone & Fax: 713-341-0207
Email: info@rowellrealtystexas.com
License No.: 130942

Representative Broker: (Check only one box)

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

Cooperating Broker: K Buckley Realty
Agent: Kimberlly Ruckle
Address: 13714 Timbersway Lane
City: Houston, TX 77079
Phone & Fax: 713-444-9999
Email: kberkleyrealty@gmail.com
License No.: 1308842

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

(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:

[ ] (Check only if (1) is selected.)

(TAR-1061) 4-1-99
Initiated for identification by Seller and Buyer.
The cash fees will be paid in Harris County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

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

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
   (1) X 30 days after the expiration of the feasibility period, or (specific date).
   [See Addendum & attached exhibits for Closing Extension Options]
   (2) 7 days after objections made under Paragraph 10 have been cured or waived.

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

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a X 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 8 or other provisions of this contract. Seller must convey the Property:
   (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless Seller and Buyer otherwise agree.
   (2) with any assumed leases in effect, and
   (3) with no persons occupying any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract. (See Addendum)

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
   (1) tax statements showing no delinquent taxes on the Property;
   (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
   (3) an assignment of all leases, licenses, or the Property;
   (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
      (a) licenses and permits;
      (b) service, utility, maintenance, management, and other contracts;
      (c) warranties and guarantees;
   (5) a real estate current as of the day of the closing certified by Seller that the tax statements are true and correct;
   (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
   (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax laws; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
   (8) any notices, statements, certificates, affidavits, releases, and other documents required by the contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:
   (1) pay the sales price in good funds acceptable to the title company.

(TAR-1801) 4-1-13

Interest for Identification by Seller, and Buyer.

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(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 the Property a written statement that:
   (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
   (b) specifies the actual dollar amount of the security deposit;
(4) give an assumption of all leases then in effect; and
(5) executes and delivers 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 form in the current edition of the Real Estate Forms Manual or without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition, with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing the contract authorized by a separate written lease agreement is a landlord-tenant relationship between the parties.

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

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
   (1) releases of existing liens, other than 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 and any bill of sale;
   (5) one-half of any escrow fees;
   (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 fees of any deed of trust;
   (3) recording fees for the deed and any deed of trust;
   (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
   (5) one-half of any escrow fees; and
   (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.
Commercial Contract - Improved Property concerning

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 1A(2) survives closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of 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 1B survives closing.

16. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or (Check if applicable)

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

B. If without fault, Seller is unable within the time allowed to deliver the escrowed certificates, survey or the commitment, Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy

(2) extend the time for performance up to 15 days after the time received. This Paragraph 1B survives closing.

C. Except as provided in Paragraph 16B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If without fault, Seller is unable to do so, Buyer may:

(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;

(2) extend the time for performance up to 15 days and closing will be extended as necessary; or

(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
D. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
   (1) 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 under Paragraph 78(1), will be refunded to Buyer; or
   (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount or (b) Buyer and the sales price will not be reduced.

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

18. ESCROW:
   A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
   B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
   C. The title company will deduct any independent consideration under Paragraph 78(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
   D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursed earnest money.
   E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
   F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs or suit.
   G. □ Seller □ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply with the requirements of this section.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
   □ Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (PAR 1-10).
   □ Seller has provided this contract to Seller's knowledge of:
   (a) □ all outstanding liens, judgments, taxes, easements, or encroachments,
   (b) any pending or threatened legal actions, proceedings or contemplated actions affecting the Property,
   □ Seller and Buyer / /

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19. 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. Any party notified by facsimile
shall be deemed receipt of Notice.

☐ 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.

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

22. AGREEMENT OF THE PARTIES:

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

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

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

D. Addenda which are part of this contract are: (Check all that apply.)
☐ (1) Property Description Exhibit Identified in Paragraph 2;
☐ (2) Commercial Contract Condominium Addendum (TAR-1930) or (TAR-1965);
☐ (3) Commercial Contract Financing Addendum (TAR-1981);
☐ (4) Commercial Contract Financing Addendum (TAR-1408);
☐ Commercial Contract Addendum for Special Provisions (TAR-1980);
☐ (5) Addendum for Seller’s Disclosure of Information on Lead-Based Paint and Lead-Based Paint
Hazard (TAR-1980);
☐ (6) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (7) Addendum for Coastal Area Property (TAR-1915);
☐ (8) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1906); and
☐ (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☐ (10) Information About Brokerage Services (TAR-2801); and
☐ (11) Information About Mineral Clauses in Contract Forms (TAR-2509); and
☐ (12) Addendum A attached hereto and made a part hereof for all purposes.

TAR-1930 4-1-12
Initialled for Identification by Seller ___ and Buyer ___
23. **TIME:** Time is of the essence in this contract. The parties require strict compliance with the terms for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

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

25. **ADDITIONAL NOTICES:**

A. Buyer shall have an abstract covering the property examined by an attorney of Buyer's selection, or Buyer shall 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 property 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, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TAR-1915) may be used).

E. If the property is located seaward of the Gulf Intracoastal Waterway, §51.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used).

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

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906) may be used).
H. Section 1958.154, Occupations Code, requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.

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

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

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

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m. in the time zone in which the Property is located, on N/A, 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.
AGREEMENT BETWEEN BROKERS
(use only if Paragraph 6(B) is effective)

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

- $_________________________ or
- ___% of the sales price, or
- ___% of the Principal Broker's fee.

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

Principal Broker: __________________________  Cooperating Broker: __________________________

By: __________________________  By: __________________________

ATTORNEYS

Seller's attorney: __________________________  Buyer's attorney: __________________________

Address: __________________________  Address: __________________________

Phone & Fax: __________________________  Phone & Fax: __________________________

Email: __________________________  E-mail: __________________________

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.

Buyer requests Seller:

Buyer sends to Seller:

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day ___________ in the form of __________________.

- B. earnest money in the amount of $20,000.00 in the form of ___________ on ___________.

Title company: Stewart Title Company

By: __________________________

Phyllis J. Olsen

Assigned file number (GP#): 19151038847

Address: 6888 Westheimer Rd., Ste. 150
Houston, TX 77057

Phone & Fax: (713)963-1350

E-mail: phyllis.olsen@stewart.com

(TAR-180) 6-7-18

Page 14 of 14
SPECIAL PROVISIONS ADDENDUM A

TO CONTRACT

This Special Provisions Addendum A (the "Addendum") is attached to and made a part of that certain Commercial Contract - improved Property as amended by this Addendum, the "Contract," by and between Willowsedge Commons Ltd., a Texas limited liability company ("Seller"), and Edmon Arts Foundation, Inc., a Texas non-profit corporation (the "Buyer"), and shall be effective for all purposes of the Effective Date of the Contract. Seller and Buyer shall individually be referred to herein as a "Party," and collectively as the "Parties.

1. The Parties entered into that Commercial Contract - improved Property dated effective as of June 21, 2016, as amended by a Commercial Contract Amendment dated effective November 18, 2018 and a Second Amendment to Contract between the Parties (as amended, the "Original Contract"), whereby Seller agreed to sell and Buyer agreed to purchase, the Property pursuant to the terms and provisions of the Original Contract and wherein a total of $120,000.00 in earnest money was deposited with the Title Company defined therein (the "Original Deposit") and whereby the Original Deposit was released by the Title Company to Seller. The Parties acknowledge and agree, and it is the express intent of the Parties, that the Contract amends, restates, and takes the place of the Original Contract, that Seller is entitled to retain the Original Deposit, which is non-refundable under any circumstances and the Parties mutually release each other from and any all claims in connection with the Original Contract. However, the Seller agrees that if and only if, Buyer declines in accordance with the Contract, the Original Deposit will be credited to Buyer against the Sales Price or Closing. For all purposes computing time periods under the Contract, the "effective date"/"Effective date" as used in the Contract shall be January 1, 2018.

2. "Buyer's intended use" of the Property is a rental housing community and related improvements.

3. Buyer shall have the right during the Feasibility Period described in Paragraph 7(b) of the Contract (the "Initial Feasibility Period"), as may be extended as described in Section 5 of this Addendum, in writing for obtaining the purchase of the Property, inspect the Property, perform all due diligence and compile all documents and third party reports deemed necessary by Buyer, at its sole discretion. All inspections, studies, or assessment of the Property by Buyer shall be performed in accordance with Paragraph 7(c) of the Contract. Buyer shall not perform any invasive testing without the consent of Seller, which consent shall not unduly reasonably be withheld.

4. $20,000.00 of the Earnest Money described in Paragraph 7(a) of the Contract (the "Earnest Deposit") shall be released by the Title Company directly to the Seller within 30 business days following the receipt of the First Deposit by the Title Company, and shall be non-refundable to Buyer not applicable to the Sales Price or Closing. If Buyer terminates the Contract during the Initial Feasibility Period, Buyer shall receive a refund of $100,000 of the First Deposit.

5. In the event Buyer does not elect to terminate the Contract in accordance with Section 4 and this Addendum, Buyer shall have the right to:

[Signature]

[Signature] Buyer
[a] Extend the initial feasibility period to July 31, 2019 (the "First Extended Feasibility Period") by taking the following steps on or before May 31, 2019; (i) deliver written notice to Seller of its intention to extend the initial feasibility period, and (ii) deposit the additional amount of $50,000.00 with the Title Company (the "Second Deposit"), which Second Deposit shall be released by the Title Company to the Seller promptly upon receipt thereof.

[b] Extend the First Extended Feasibility Period to November 25, 2019 (the "Second Extended Feasibility Period", collectively with the Initial Feasibility Period and the First Extended Feasibility Period, the "Feasibility Period"), by taking the following steps on or before July 31, 2019; (i) deliver written notice to Seller of its intention to extend the First Extended Feasibility Period, and (ii) deposit the additional amount of $100,000.00 with the Title Company (the "Third Deposit"), and collectively with the First Deposit and the Second Deposit, the "Earnest Money").

The Third Deposit shall be non-refundable to Buyer except in the event that (i) Seller cannot comply with Section 1.1(b) of the Addendum, (ii) Buyer cannot extend the Closing date past November 25, 2019 and (iii) Buyer's lender will not accept an undertaking from Seller to assume the remaining liens.

Acceptance of the Earnest Money shall be applicable to the Sales Price.

Notwithstanding anything to the contrary set forth in the Contract, in the event that Seller willfully defaults and refuses to close in accordance herewith or Seller cannot convey title on the Closing date, Buyer shall be entitled to terminate the Contract and the return of the Earnest Money within three (3) business days.

6. The Closing Date under Section 2.1 of the Contract shall be 30 days after the expiration of the Feasibility Period, or (b) November 25, 2019, unless Seller cannot comply with Section 1.1(b) herein in which case the Closing Date shall be adjusted to be later than November 29, 2019.

7. Notwithstanding any provision in the Contract, in the event the Company terminates pursuant to any right to do so under any provisions of the Contract, the Parties shall work to provide the Title Company with any required documentation, including without limitation, any form or release of funds (the "Release"), that the Title Company deems necessary to release any Earnest Money to the Company in holding to the applicable Party pursuant to the provisions of the Contract. The Parties acknowledge and agree that the Title Company shall have the right to disburse funds and close the Contract within a business day following receipt by the Parties of the form of Release from the Title Company. The Parties agree to indemnify and hold the Title Company harmless for any claims whatsoever in connection with the Contract and disbursement pursuant to the Release in the event any Party fails to provide an acceptable Release to the Title Company within such a business day period. This paragraph shall not apply to the release of the First Deposit or the Second Deposit which shall be released by the Title Company to Seller without any further documentation.

[Initials]
8. THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS", AND "WITH ALL FAULTS". SELLER EXPRESSLY ACKNOWLEDGES THAT IN CONSIDERATION OF THE AGREEMENTS OF SELLER HEREBY, EXCEPT AS OTHERWISE SPECIFIED HEREIN, ANY SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING, OR IN THE CONTRACT, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OR CONDITION OF HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. SELLER ACKNOWLEDGES THAT ANY PROPERTY INFORMATION PROVIDED BY SELLER OR ITS REPRESENTATIVES RELATING TO THE PROPERTY WAS DELIVERED TO BUYER SOLELY TO ASSIST BUYER IN DETERMINING THE FEASIBILITY OF PURCHASING THE PROPERTY. SELLER SHALL NOT USE THE PROPERTY INFORMATION FOR ANY PURPOSE OTHER THAN AS SET FORTH IN THE PRECEDING SENTENCE. BUYER SHALL RELY SOLELY UPON ITS OWN INVESTIGATION WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PROPERTY'S PHYSICAL, ENVIRONMENTAL OR ECONOMIC CONDITION. SELLER HAS NOT UNDERTAKEN ANY INDEPENDENT INVESTIGATION AS TO THE TRUTH OR ACCURACY ON COMPLETENESS OF THE PROPERTY INFORMATION AND IS PROVIDING THE PROPERTY INFORMATION SOLELY AS AN ACCOMMODATION TO BUYER.

9. Notwithstanding any provision in this Contract to the contrary, Seller represents and warrants to Buyer that as of the date of Seller's execution of the Contract and as of the date of Closings:
   (a) There are no actual, suits or proceedings pending or, to the actual knowledge of Seller, threatened (1) against the property that would materially adversely affect the property, or (2) against Seller that would prejudice Seller from performing Seller's obligations under the Contract; and
   (b) Seller has been duly organized and is or will be by the Closing, a validly existing limited liability company under the laws of the State of Texas. Is the sole owner of the single title to the property and has full power and authority to execute, deliver and perform the Contract without obtaining any consents or approvals from or the giving of any other actions with respect to, any other individuals or third parties (or such consent, approvals or other action is required, it will be accomplished prior to Closing).

   In the event any condition at closing under this Section 9 is not satisfied or true or correct in all material respects as of the date of Closing, Seller shall be in default and Buyer may (i) terminate this Contract and receive a return of the Earnest Money within three (3) business days of which event, neither party shall have any further rights or obligations hereunder, or (ii) waive same and proceed to Closing. In the event Buyer elects to terminate the Contract, all Earnest Money deposited by Buyer as of the date of such termination shall be returned to Buyer.

10. Notwithstanding anything in Paragraph 9 of the Contract to the contrary, Buyer and Seller hereby represent to the other that they have not disclosed the Contract or the subject matter hereof to any real estate broker, agent, or salesman, or to create any legal right or debt by any such broker, agent, or salesman for a real estate commission or compensation with respect to the negotiation and/or consummation of the Contract or the conveyance of the Property by Seller to Buyer, nor expressed or implied by Paragraph 9 of the Contract and in Section 9. Except as set forth in Paragraph 9 of the Contract, Seller and Buyer hereby indemnify each other against, and agree to hold and save each other
1.1. With respect to leases of space at the Property:

(a) Notwithstanding anything to the contrary set forth in the Contract, (i) other than those leases described on Exhibit A to this Addendum (collectively, the "Current Leases"); there are no outstanding written or oral leases affecting the Property, and (ii) Seller shall not enter into any new lease, amendment or other contract with respect to the Property during the pendency of the Contract that is not terminable upon demand on the date of the Closing. Any new lease or renewal of a Current Lease with a tenant occurring between the Effective Date of the Contract and Closing shall contain a provision that the lease is terminable upon a sale of the Property, and copies of any such new lease or renewal shall be delivered to Buyer within five (5) business days of the execution thereof.

(b) Upon the deposit of the Third Deposit Seller shall use best efforts to obtain written agreements from the tenants of the Property that such tenants will vacate the Property prior to the date of Closing and will not have any continuing interests in the Property. To the extent Seller is unable to obtain such written agreement from Gerald "Gary" Phillips (the "Hayes Family Demolition," "HF Demolition"), Buyer shall be permitted to negotiate the terms of said agreement with HF Demolition. If Seller is unable to deliver the Property free of tenants as of the date of Closing, Buyer may terminate the Contract and Seller shall promptly refund the Third Deposit to Buyer.

12. Notwithstanding the terms of Paragraph 15 of the Contract, except for the obligation to close on November 29, 2019, neither Seller nor Buyer shall be deemed in default under the Contract until the non-defaulting party has delivered written notice of such default to the defaulting party and the defaulting party does not cure such default within ten (10) days of receipt of said notice.

13. Buyer may, at its option and expense, prepare and submit applications for, and seek to obtain from all governmental authorities and/or third parties all approvals, permits, licenses, amendments and agreements necessary to develop Buyer's intended use of the Property. Seller hereby agrees to fully cooperate with Buyer in preparing and signing without condition or delay any application or urban documentation deemed necessary in order for Buyer to obtain final development plan approvals, and any other governmental authority approvals required to develop Buyer's intended use of the Property or to cost to Seller and further provided that it is clearly noted on any application or approval that same is solely conditioned upon the Property being sold to Buyer unless Seller agrees otherwise.
19. In consideration of the accommodations granted to Buyer hereby, Buyer, at its sole cost and expense, agrees to assist the Seller in its efforts to maintain the Property in its present condition, which shall include visiting the property on a regular basis and notifying Seller if Buyer sees any activity that it perceives as problematic. All other cost to maintain the Property prior to Closing shall be borne by the Seller. Notwithstanding the foregoing or anything else in the Contract to the contrary, Buyer's failure to notify Seller of particular activities at the Property shall not be a default under the Contract.

20. Upon the termination of the Contract in accordance with its terms, the Contract shall be void and of no further force and effect, other than the provisions deemed that specifically survive termination.

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

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

[Continued on the following page]
SELLER: Willowridge Companies LLC, a Texas limited liability company

BUYER: Edison Arts Foundation, Inc., a Texas nonprofit corporation, or its assigns

By: Rosanna Carter, President
DESCRIPTION OF A 5.50 ACRE TRACT OF LAND SITUATED IN THE JOHNNY LAFAYETTE SURVEY, ABSTRACT NO. 590 FORT BEND COUNTY, TEXAS

BEING a 5.50 acre (239,580 square feet) tract of land situated in the John Lafayette Survey, Abstract No. 590 of Fort Bend County, Texas and being out of a certain 12.5354 acre tract of land as described in an instrument to Willowridge Commons, LLC recorded under Fort Bend County Clerk’s File Number (F.B.C.F. No.) 5632506, same being a portion of Unrestricted Reserve A; BRIARGATE SECTION FOUR, a subdivision plat recorded under Slide No. 30787 of the Fort Bend County Plat Records, said acre tract of land described by metes and bounds as follows.

BEGINNING at a 5/8-inch Iron rod found for the southeast corner of said 12.5354 acre tract, the herein described tract and the northeast corner of Lot 1 of said BRIARGATE SECTION FOUR, lying on the east right-of-way line of Bagstock Road (60 foot width) as shown on said BRIARGATE SECTION FOUR;

THENCE, N 02'41'24" W, along and with said east right-of-way line, same being the west line of said Unrestricted Reserve A and said 12.5354 acre tract, a distance of 310.00 feet to a 5/8-inch Iron rod found for the southeast corner of a called 0.3576 acre tract as described in an instrument to N & W Daughters, LLC, recorded under F.B.C.F. No. 210388828, same being the southeast northwest corner of said 12.5354 acre tract;

THENCE, along and with the south and east line of said 0.3576 acre tract, the following courses and distances:

N 87'26'36" E, a distance of 125.00 feet to a 5/8-inch Iron rod found for the southeast corner of said 0.3576 acre tract and an interior corner of said 12.5354 acre tract;

N 02'41'24" W, a distance of 125.00 feet to a 5/8-inch Iron rod found for the northwest corner of said 0.3576 acre tract and the northeast northwest corner of said 12.5354 acre tract, lying on the south right-of-way line of West Ficus Road (100 foot width) as recorded under Slide No. 61218 of the Fort Bend County Plat Records;

THENCE, N 87'18'34" E, along and with said south right-of-way line, same being the north line of said Unrestricted Reserve A and said 12.5354 acre tract, a distance of 461.84 feet to a 1/2-inch iron pipe with cap stamped BGE INC set for the northeast corner of the herein described tract;

THENCE, S 02'41'24" E, over and across said 12.5354 acre tract and said Unrestricted Reserve A, a distance of 434.76 feet to a 1/2-inch iron pipe with cap stamped BGE INC set for the southeast corner of the herein described tract, lying on the south line of said 12.5354 acre tract and said Unrestricted Reserve A;

THENCE, S 87'17'11" W, along and with the south line of said Unrestricted Reserve A and said 12.5354 acre tract, a distance of 568.84 feet to the POINT OF BEGINNING and containing 5.50 acres (239,580 square feet) of land.

[See attached]

Initials: Seller [ ], Buyer [ ]
EXHIBIT I
TO ADDENDUM & TO CONTRACT

This Exhibit I is attached to and made a part of Special Provisions Addendum A (as amended by this Exhibit I, the "Addendum") to that certain Commercial Contract - Improved Property (as amended by the Addendum, the "Contract") by and between Willowridge Commons LLC, a Texas limited liability company (the "Seller"), and Edison Arts Foundation, Inc., a Texas non-profit corporation or its assignee ("Buyer"), and shall be effective for all purposes as of the Effective Date of the Contract. Seller and Buyer shall individually be referred to herein as a "Party," and collectively as the "Parties".

Pursuant to Section 14 of the Addendum, the Parties acknowledge and agree that the following is a list of the Current Leases:

1. Lease Renewal Agreement dated November 1, 2014 by and between Seller, as Landlord and Sewon Oh, as Tenant. Permitted Use - Fashions & Beauty Supply.

2. Willowridge Shopping Center Lease Agreement dated as of July 1, 2001 by and between Seller, as Landlord and Crossroads Cathedral Church, as Tenant. Permitted Use - Church.

3. Lease Agreement dated February 12, 2010 by and between Seller, as Landlord and Geralyn "Gert" Phillips, as Tenant. Permitted Use - Dental Center.

4. Lease Agreement dated February 1, 2016 by and between Seller, as Landlord, and Vickie Mayo, as Tenant. Permitted Use - Early Learning Academy

5. Month to Month lease by and between Seller, as Landlord, and 4M Pharmaceuticals LLC, formerly known as Elite Pharmacy. Permitted Use - Pharmacy

SELLER:
Willowridge Commons LLC,
a Texas limited liability company

By: [Signature]
Manny Malekian, Member

BUYER:
Edison Arts Foundation, Inc.,
a Texas non-profit corporation, or its assignee

By: [Signature]
Robert Carter, President

Page -9-
Initials: Seller [Signature] Buyer [Signature]
Escrow Agent, Stewart Title Company, acknowledges receipt of $20,100.00 earnest money from buyer in the form of (write ), representing earnest money being deposited pursuant to the attached contract. Escrow Agent (i) is not a party to the contract, (ii) may deposit funds it receives in any financial institution, (iii) has no liability on a check until the check has cleared, (iv) shall not be liable for any interest or other charge on the earnest money and shall be under no duty to invest or re-invest funds held by it unless separate specific written instructions to that effect are given to escrow agent by the parties to the contract, which instructions must include the name, address and taxpayer identification number for the beneficiary, (v) does not represent the allowable use or activity on the property, (vi) does not promise to deliver the commitment within the time stated in the contract, (vii) requires that buyer make written request of Escrow Agent for copies of covenants, documents and any applicable survey, (viii) is not obligated to give notices as provided in the contract and (ix) is not obligated to disburse the earnest money unless in its sole discretion it receives satisfactory documentation.

Buyer and Seller may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest-bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

March 01, 2019

Stewart Title Company
Escrow Agent

Phyllis Ocean
March 01, 2019

File No.: 19157038842
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment for limited use and distribution only. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) ONLY to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,

Stewart Title 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.

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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.

Countersigned by:

Stewart Title Company
5858 Westheimer Road, Suite 850
Houston, TX 77057

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

File No.: 19157038842
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.
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
<table>
<thead>
<tr>
<th>STEWART TITLE GUARANTY COMPANY</th>
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<tbody>
<tr>
<td>TEXAS TITLE INSURANCE INFORMATION</td>
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Title insurance insures you against loss resulting from certain risks to your title.

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

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

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

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

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

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

File No.: 19157038842

Effective Date:
February 22, 2019 at 8:00 AM

Closer: Phyllis Ocean
(713) 953-1550

Issued
March 01, 2019 at 11:25 AM

1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
      (Not applicable for improved one-to-four family residential real estate)
      Policy Amount: $1,500,000.00
      PROPOSED INSURED: Edison Arts Foundation, Inc., a Texas non-profit corporation, or its assignee.

   (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:

   Willowridge Commons, LLC, a Texas limited liability company

4. Legal description of the land:

   TEMPORARY LEGAL DESCRIPTION:

   Approximately 5.50 acres of land to be surveyed out of the following:

   BEING A 12.5354 ACRE TRACT OF LAND IN THE JOHN LAFAYETTE SURVEY, A-280, FORT BEND COUNTY,
   TEXAS, AND BEING A PORTION OF RESERVE "A" BRIARGATE, SECTION FOUR (4), AS PER PLAT RECORDED
   IN VOLUME 12, PAGE 14 OF THE PLAT RECORDS OF SAID COUNTY AND BEING A PORTION OF THAT TRACT
   SOLD TO P.C.M., INC. BY HAROLD A. CLARK AND COMPANY-WILLOWRIDGE, AS DESCRIBED IN DEED

File No.: 19157038842
HOU STG TLTA T-7 Commitment for Title Insurance Sch A (Rev. 1/3/14)

STEWART TITLE
GUARANTY COMPANY
RECORDED IN VOLUME 819, PAGE 822 OF THE DEED RECORDS OF FORT BEND COUNTY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND ALL BEARINGS BASED ON SAID BRIARGATE SECTION 4, PLAT;

COMMENCING AT A 5/8 INCH IRON ROD FOUND MARKING THE MOST EASTERLY CUT-BACK CORNER AT THE SOUTHEAST CORNER OF THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF RUPPSTOCK ROAD (60.00 FEET WIDE) WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST FUQUA DRIVE (100.00 FEET WIDE);

THENCE, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST FUQUA DRIVE, SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST, 115.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE POINT OF BEGINNING AND THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINuing ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST FUQUA DRIVE SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST, 1077.95 FEET TO A 5/8 INCH IRON ROD SET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 00 DEGREES 20 MINUTES 00 SECONDS WEST, 125.00 FEET TO A 5/8 INCH IRON ROD SET FOR AN "ELL" CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST, 125.00 FEET TO A 5/8 INCH IRON ROD SET IN THE WEST RIGHT-OF-WAY LINE OF BLUE RIDGE ROAD (80.00 FEET WIDE) FOR THE MOST EASTERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID BLUE RIDGE ROAD, SOUTH 00 DEGREES 20 MINUTES 00 SECONDS WEST, 309.45 FEET (PLAT CALL 310.00 FEET) TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, A FOUND 5/8 INCH IRON ROD BEARS SOUTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, 0.50 FEET;

THENCE, ALONG THE SOUTH LINE OF RESERVE "A" AS MARKED AND OCCUPIED, NORTH 89 DEGREES 41 MINUTES 25 SECONDS WEST, 1327.95 FEET (PLAT CALL NORTH 89 DEGREES 40 MINUTES 00 SECONDS WEST) TO A 5/8 INCH IRON ROD FOUND MARKING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, THE SOUTHWEST CORNER OF SAID RESERVE "A", AND A POINT IN THE EAST RIGHT-OF-WAY LINE OF SAID RUPPSTOCK ROAD;

THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RUPPSTOCK ROAD, NORTH 00 DEGREES 20 MINUTES 00 SECONDS EAST, 310.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE MOST WESTERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 89 DEGREES 40 MINUTES 00 SECONDS EAST, 125.00 FEET TO A 5/8 INCH IRON ROD SET FOR AN "ELL" CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 00 DEGREES 20 MINUTES 00 SECONDS EAST, 125.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.5354 ACRES OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.
In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
   - Those recorded in/under Volume 12, Page 14 of the Plat Records of Fort Bend County, Volume 521, Page 753, Volume 600, Page 259, Volume 658, Page 902, Volume 671, Page 8, Volume 801, Page 1, Volume 807, Page 1 and Volume 929, Page 324 of the Deed Records of Fort Bend County, Texas, and County Clerk's File Nos. 2001123326, 2006008846, 2006120854, 2011053588, 2012012071, 2012024797, 2012024798 and 2015034680 of the Official Public Records of Fort Bend County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.
   - Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
   - Homestead or community property or survivorship rights, if any of any spouse of any insured. *(Applies to the Owner's Policy only.)*
   - Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
     - to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
     - to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
     - to filled-in lands, or artificial islands, or
     - to statutory water rights, including riparian rights, or
     - 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.)*
   - Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent 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."
   - The terms and conditions of the documents creating your interest in the land.
   - 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 to us before a binder is issued.)*
   - 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 T2 only.)*
   - 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).
   - The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
     - Rights of parties in possession. *(Owner Title Policy only)*
     - Rights of tenants, and assigns, as tenants only, under currently effective lease agreements.
C. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.

D. Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.

E. Maintenance Charge and/or assessments reserved by instrument recorded in Volume 600, Page 259 of the Deed Records of Fort Bend County, Texas.

F. Building lines, easements, terms, conditions, stipulations and other matters as set out in instruments, recorded in/under Volume 521, Page 753, Volume 600, Page 259, Volume 658, Page 902, Volume 671, Page 8, Volume 801, Page 1, Volume 807, Page 1 and Volume 929, Page 324 of the Deed Records of Fort Bend County, Texas, and County Clerk's File Nos. 2006008846, 2012012071, 2012024797 and 2012024798 of the Official Public Records of Fort Bend County, Texas.

G. 25 foot building line partly along West Fuqua Drive as shown on Plat, recorded in Volume 12, Page 14 of the Plat Records of Fort Bend County, Texas.

H. 10 foot building line partly along West Fuqua Drive as shown on Plat, recorded in Volume 12, Page 14 of the Plat Records of Fort Bend County.

I. 10 foot building line along Ruppstock Road as shown on Plat, recorded in Volume 12, Page 14 of the Plat Records of Fort Bend County, Texas.

J. 10 foot building line along Blue Ridge Road as shown on Plat, recorded in Volume 12, Page 14 of the Plat Records of Fort Bend County, Texas.

K. Unobstructed aerial easement for utilities being 5 feet wide from a plane 20 feet above the ground upward located adjacent to all easements, as dedicated on Plat, recorded in Volume 12, Page 14 of the Plat Records of Fort Bend County, Texas.

L. Drainage easement being 15 feet wide on each side of the center line of any and all natural drainage courses as dedicated on Plat, recorded in Volume 12, Page 14 of the Plat Records of Fort Bend County.

M. Utility Easement dated November 2, 1972 granted to Green Ridge Municipal Utility District, recorded in Volume 581, Page 1 of the Deed Records of Fort Bend County, Texas, together with all rights incident thereto.


O. Storm Sewer Easement Agreement dated July 24, 1979, together with all the terms, conditions and stipulations set out therein, dated July 24, 1979, recorded in Volume 857, Page 722 of the Deed Records of Fort Bend County, Texas.


Q. Easement dated December 12, 1979 granted to Houston Lighting & Power Company, recorded in Volume 884, Page 900 of the Deed Records of Fort Bend County, Texas, together with all rights incident thereto.

R. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument dated December 14, 1920, recorded in Volume 91, Page 549 of the Deed Records of Fort Bend County, Texas.
Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

S. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument dated December 30, 1941, recorded in Volume 201, Page 427 of the Deed Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

T. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in instrument dated December 30, 1941, recorded in Volume 201, Page 429 of the Deed Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

U. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in Mineral Deed dated February 20, 1946, recorded in Volume 237, Page 104 of the Deed Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

V. Terms, conditions, stipulations, restrictions, easements and rights of way as to the surface estate and mineral estate as set forth in instrument dated April 2, 1965, recorded in Volume 464, Page 8 of the Deed Records of Fort Bend County, Texas, together with all rights incident thereto.

W. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in Mineral Deed dated April 12, 1965, recorded in Volume 464, Page 557 of the Deed Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

X. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in Mineral Deed dated February 20, 1946, of which a certified copy is recorded in Volume 722, Page 28 of the Deed Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

Y. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in Mineral Deed dated February 20, 1946, of which a certified copy is recorded in Volume 1011, Page 84 of the Deed Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

Z. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted herefrom and not insured hereunder, as same are set forth in Mineral Deed dated December 4, 1998, recorded in County Clerk's File No. 98105344 of the Official Public Records of Fort Bend County, Texas. The Company makes no representation as to the present ownership of any such interests. Title to said interest not checked subsequent to the date of said instrument.

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

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

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

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

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

5. 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. Deed of Trust and Security Agreement dated August 4, 2004, recorded under County Clerk's File No. 2004103334 of the Official Public Records of Fort Bend County, Texas, executed by Willowridge Commons, LLC, a Texas limited liability company, securing the payment of one note in the principal amount of $1,100,000.00, bearing interest and payable as therein provided to the order of CONCORD BANK, N.A.; said note additionally secured by an Assignment of Leases and Rents dated August 4, 2004, recorded under County Clerk's File No. 2004103335 of the Official Public Records of Fort Bend County, Texas. (Note: Lien covers 12.5354 acre tract)

7. UCC Financing Statement filed for record on August 23, 2004, with Willowridge Commons, LLC, as Debtor and Concord Bank, N.A., as Secured Party, recorded under County Clerk's File No. 2004103336 of the Official Public Records of Fort Bend County, Texas. (Note: Refers to 12.5354 acre tract)

8. UCC Financing Statement filed for record on September 10, 2009, with Willowridge Commons, LLC, as Debtor and United Commercial Bank, as Secured Party, recorded under County Clerk's File No. 2009096227 of the Official Public Records of Fort Bend County, Texas. (Note: Refers to 12.5354 acre tract)

9. Company must be furnished with an acceptable Final Survey Plat of the property to be insured with complete metes and bounds legal description and proof of access to and from subject property prepared by a Texas Registered Professional Land Surveyor. Additional exceptions and/or requirements may be made upon receipt and review.
10. In regards to Willowridge Commons, LLC, a Texas limited liability company, Company requires for its review, satisfactory copy of the Certificate of Formation and Operating Agreement and any amendments thereto, a certificate of good standing and satisfactory evidence of authority of the officers, managers or members to execute the documents.

11. **NOTE:** FOR INFORMATION PURPOSES ONLY: Title vested by virtue of deed dated March 23, 1998 to Willowridge Commons, LLC, a Texas limited liability company, recorded under County Clerk’s File No. 9823906 of the Official Public Records of Fort Bend County, Texas.

12. Subject to City of Houston Ordinance No. 1999-262, relating to the rules, regulations and design standards for development and platting and providing for the establishment of building set back lines. (For Information Only)

13. Subject to City of Houston Ordinance No. 89-1312, a certified copy of which was filed for record on September 26, 1989, recorded under County Clerk’s File No. M337573 of the Official Public Records of Harris County, Texas, relating to the giving of a notice regarding deed restrictions to buyers of restricted property. (For Information Only)
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 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 10% or more of any entity that has, owns, or controls 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, Allen Berryman, John L. Killea

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

Matthew W. Morris
Allen Berryman
John L. Killea
Denise Carraux
Ken Anderson, Jr.

Chairman, Chief Executive Officer and President
Chief Financial Officer, Assistant Secretary-Treasurer
General Counsel
Secretary & Assistant Treasurer
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>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Policy</td>
<td>$8,141.00</td>
</tr>
<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><strong>Total</strong></td>
<td><strong>$8,141.00</strong></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Amount</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>60.00</td>
<td>Law Office of Phyllis Ocean, PLLC</td>
<td>Closing the Transaction</td>
</tr>
<tr>
<td>(or %)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

As Escrow Agent for the Real Estate transaction, Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Sellers: Willowridge Commons LLC, a Texas Limited Liability Company

Purchasers / Borrowers: Edison Arts Foundation, Inc., a Texas non-profit corporation, or its assignee.

From: Stewart Title Company

Date: April 01, 2019

File No.: 19157038842

Property Address (Subject Property): 7100 West Fuqua Drive, Missouri City, TX 77489

This is to give you notice that Stewart Title Company and/or its associates have a business relationship with the settlement service providers listed below.

Stewart Title Company owns 100% of Professional Real Estate Tax Service of North Texas, LLC and 100% of Professional Real Estate Tax Service, LLC. Because of these relationships, referrals to either LLC may provide Stewart Title Company with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for the settlement of your loan on, or the purchase, sale, or refinance of, the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.

<table>
<thead>
<tr>
<th>Provider and Settlement Service</th>
<th>Charge or Range of Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Real Estate Tax Service</td>
<td>$22.50 to $90.00</td>
</tr>
<tr>
<td>tax certificate(s)</td>
<td></td>
</tr>
</tbody>
</table>

ACKNOWLEDGEMENT

I/We have read this disclosure, and understand that Stewart Title Company and/or its associates is referring me/us to purchase the above described settlement service(s) and may receive a financial or other benefit as the result of these referrals.

Seller(s):

Willowridge Commons LLC, a Texas Limited Liability Company

Purchaser(s)/Borrower(s):

Edison Arts Foundation, Inc., a Texas non-profit corporation, or its assignee.

After signing, please return to Phyllis Ocean, 5858 Westheimer Road, Suite 850, Houston, TX 77057, Fax: (713) 953-1557, Email: phyllis.ocean@stewart.com
Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

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

The arbitration provision in the Policy is as follows:

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

I request deletion of the arbitration provision.

Date: April 01, 2019
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. In the section below, we list the reasons that we can share customers’ personal information; the reasons that we choose to share; and whether you can limit this sharing.

### Reasons we can share your personal information.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<table>
<thead>
<tr>
<th>How often do the Stewart Title Companies notify me about their practices?</th>
<th>We must notify you about our sharing practices when you request a transaction.</th>
</tr>
</thead>
<tbody>
<tr>
<td>How do the Stewart Title Companies protect my personal information?</td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.</td>
</tr>
<tr>
<td>How do the Stewart Title Companies collect my personal information?</td>
<td>We collect your personal information, for example, when you request insurance-related services provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</td>
</tr>
<tr>
<td>What sharing can I limit?</td>
<td>Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.</td>
</tr>
</tbody>
</table>

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
## Multiple Site Information Form

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

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Seller</td>
<td>Name of Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Only list if owner has owned &lt;36 mos.</strong></td>
<td><strong>Only list if owner has owned &lt;36 mos.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name for Previous Seller</td>
<td>Name of Previous Seller Entity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seller Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship:

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

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

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
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<td></td>
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<tr>
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<td>City</td>
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<td>Zip</td>
</tr>
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</tr>
</thead>
<tbody>
<tr>
<td>b. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
<tr>
<td>c. Address</td>
<td>Abbreviated Legal</td>
<td>Acres</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:  

---

2/28/2019
### Form 3

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

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Contact Name for Seller</th>
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<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
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<th>Zip</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship: ______________________________

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

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

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### Form 4

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
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</thead>
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<tr>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
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<tr>
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<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship: ______________________________

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<tr>
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<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: ______________________________
<table>
<thead>
<tr>
<th>Census Tract</th>
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<th>Abbreviated Legal</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission:  

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

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

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

☐ No Pre-Application was submitted.

Please identify all elected officials which represent the Development Site.

<table>
<thead>
<tr>
<th>Name</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Al Green</td>
<td>9</td>
</tr>
<tr>
<td>** US Representative</td>
<td>District</td>
</tr>
<tr>
<td>** While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.</td>
<td></td>
</tr>
<tr>
<td>Borris L. Miles</td>
<td>13</td>
</tr>
<tr>
<td>State Senator</td>
<td>District</td>
</tr>
<tr>
<td>Support Letter</td>
<td></td>
</tr>
<tr>
<td>Sylvester Turner</td>
<td>City Mayor</td>
</tr>
<tr>
<td>Charles E. Dupre</td>
<td>Ft. Bend ISD</td>
</tr>
<tr>
<td>School Superintendent</td>
<td>District Name</td>
</tr>
<tr>
<td>16431 Lexington Blvd.</td>
<td>Sugar Land</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td>77479</td>
</tr>
<tr>
<td>Jason Burdine-Partner</td>
<td>Email</td>
</tr>
<tr>
<td>Presiding officer of Board of Trustees</td>
<td>16431 Lexington Blvd.</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>Zip</td>
<td></td>
</tr>
<tr>
<td>Vincent Morales</td>
<td>1</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>2813423411</td>
</tr>
<tr>
<td>Grady Prestage</td>
<td>2</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>2813423411</td>
</tr>
<tr>
<td>Andy Meyers</td>
<td>3</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>2813423411</td>
</tr>
<tr>
<td>Ken DeMerchant</td>
<td>4</td>
</tr>
<tr>
<td>County Commissioner</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>2813423411</td>
</tr>
<tr>
<td>Brenda Stardig</td>
<td>A</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>7138370311</td>
</tr>
<tr>
<td>Jerry Davis</td>
<td>B</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>7138370311</td>
</tr>
<tr>
<td>Ellen Cohen</td>
<td>C</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>7138370311</td>
</tr>
<tr>
<td>Dwight Boykins</td>
<td>D</td>
</tr>
<tr>
<td>City Council Member</td>
<td>District/Precinct</td>
</tr>
<tr>
<td>Email or Phone</td>
<td>7138370311</td>
</tr>
</tbody>
</table>

No Pre-Application was submitted.

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

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

Elected officials were identified in the Pre-Application, and there have been no changes.

2/28/2019
<table>
<thead>
<tr>
<th>Name</th>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dave Martin</td>
<td>E</td>
<td>7138370311</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steve Le</td>
<td>F</td>
<td>7138370311</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greg Travis</td>
<td>G</td>
<td>7138370311</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karla Cisneros</td>
<td>H</td>
<td>7138370311</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robert Gallegos</td>
<td>I</td>
<td>7138370311</td>
</tr>
<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mike Laster</td>
<td>J</td>
<td>7138370311</td>
</tr>
<tr>
<td>City Council Member</td>
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<tr>
<td>Martha Castex-Tatum</td>
<td></td>
<td>7138370311</td>
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<tr>
<td>City Council Member</td>
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<tr>
<td>Mike Knox</td>
<td>At-Large 1</td>
<td>7138370311</td>
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<tr>
<td>City Council Member</td>
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<tr>
<td>David Robinson</td>
<td>At-Large 2</td>
<td>7138370311</td>
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<tr>
<td>City Council Member</td>
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<tr>
<td>Michael Kubosh</td>
<td>At-Large 3</td>
<td>7138370311</td>
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<tr>
<td>City Council Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amanda Edwards</td>
<td>At-Large 4</td>
<td>7138370311</td>
</tr>
<tr>
<td>City Council Member</td>
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<td></td>
</tr>
<tr>
<td>Jack Christie</td>
<td>At-Large 5</td>
<td>7138370311</td>
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<tr>
<td>City Council Member</td>
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</tbody>
</table>
Organizations were identified in the Pre-Application, and there have been no changes. (If above is checked, the rest of the form may be left BLANK)

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

No Pre-Application was submitted.

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

<table>
<thead>
<tr>
<th>Neighborhood Organizations</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Fort Bend Houston SN</td>
<td>Carl David Evans</td>
</tr>
<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
</tr>
<tr>
<td>2440 Oakdale Street</td>
<td>Houston</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>77004</td>
<td>(713) 787-9950</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
</tr>
<tr>
<td>Briargate Community Improvement Association</td>
<td>John Gordon</td>
</tr>
<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
</tr>
<tr>
<td>7002 Laughlin Drive</td>
<td>Missouri City</td>
</tr>
<tr>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>77489</td>
<td>(281) 437-1930</td>
</tr>
<tr>
<td>Zip</td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

2. Briargate Community Improvement Association | John Gordon |
3. 
4. 
5. 
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.

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

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

X 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). DENSITY CHANGE

Part 2. Notifications - Form and Content:

X 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.

X 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.

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

X 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;
- President 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;
- President 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.

X 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):

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

Certify on next page
CERTIFICATION OF NOTIFICATIONS (continued)

Printed Name

TEXAS
Notary Public, State of

HARRIS
County of

My Commission expires 12/18/2020

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 27th day of February, 2019

Notary Public Signature

[Stamp with Notary Public's name and information]
# Development Narrative

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

<table>
<thead>
<tr>
<th>New Construction</th>
<th>and/or:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong> Definition of &quot;Adaptive Reuse&quot; has changed. Review 10 TAC §11.1(d)(1) to ensure compliance. (adaptive reuse select New Construction here and adaptive reuse in next box)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous TDHCA #</th>
<th>If applicable</th>
<th>If Acquisition/Rehab or Rehab, original construction year:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>If Reconstruction,</th>
<th>Units Demolished</th>
<th>Units Reconstructed</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

## 2. The Target Population will be:

<table>
<thead>
<tr>
<th>General</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Note:</strong> Definition of &quot;Elderly Development&quot; has changed. Review 10 TAC §11.1(d)(47) to ensure compliance.</td>
</tr>
</tbody>
</table>

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

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

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

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

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

## 4. Narrative

- X The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.
- X The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.
- X The Development does not violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").
- X 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.

Edison Lofts will be located on a portion of a site formerly occupied by a strip center at 7100 W. Fuqua Dr. at Blue Ridge Rd. in Houston, Ft. Bend Co. TX 77489. The neglected Kroger/Willowridge Shopping Center has contributed to an increase in crime and vandalism in the surrounding neighborhood that includes single family subdivisions, Briargate Elementary School and Stimley Blue Ridge Library. The Edison Arts Foundation, a 501(c)3 non-profit corporation ("EAF") plans to transform the former shopping center into a mixed use development that will include Edison Lofts, a proposed mixed income rental housing community in partnership with DWR Development Group, LLC. EAF plans to develop a Performing Arts Center on the balance of the site. The Edison Center is a unique opportunity to transform the former strip center into an active and resilient place that will compliment and strengthen the neighborhood.
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 cannot be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>At-Risk</th>
<th>Nonprofit</th>
<th>USDA</th>
<th>CHDO</th>
<th>SH/SR</th>
<th>Preservation</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
<td></td>
<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: N/A and TDHCA funding source: N/A

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

If yes, source: N/A

Will this site/activity receive non-TDHCA federal funding for costs described in this Application? Yes

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

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

Select only one:

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

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

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

<table>
<thead>
<tr>
<th># of Units</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>126</td>
<td>14</td>
</tr>
</tbody>
</table>

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

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

   A. **Unit Sizes**

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

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>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)]**

   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

   **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).
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; **Points claimed:** 6
- OR meets the minimum size requirements below:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Square Footage</td>
<td>550</td>
<td>650</td>
<td>850</td>
<td>1,050</td>
<td>1,250</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

- Application proposes to use the 20-50 or 40-60 election under §42(g)(1)(A) or §42(g)(1)(B) of the Code, respectively. **Total Number of Units at 50% or less of AMGI:**
- Complete this section! **Number of 30% Units used to score points under §11.9(c)(2)**
- Check your math! **Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)**

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

* Applicants electing the 30% boost for additional 30% units are advised to ensure the units used to support the boost are not included in the units needed to achieve the Application's scoring elections.

**OR**

- Application proposes to use the Average Income election under §42(g)(1)(C) of the Code, and Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA

- The Average Income for the proposed Development will be 54% or lower (16 points). **The Average Income for the proposed Development will be 55% or lower (14 points).** **The Average Income for the proposed Development will be 56% or lower (12 points).**

- OR Development proposed in all other areas.

- The Average Income for the proposed Development will be 55% or lower (16 points).
- The Average Income for the proposed Development will be 56% or lower (14 points).
- The Average Income for the proposed Development will be 57% or lower (12 points).

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

2/28/2019
4. **Rent Levels of Residents (Competitive HTC Applications only) [§11.9(c)(2)]**

Mark **only one** box below:

- At least 20% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; development is Supportive Housing proposed by a Qualified Nonprofit Organization.   
  - [X] 0

- Development is urban and at least 10% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI;
  - [ ] 11

- Development is located in a Rural Area and 7.5% (less Units used for eligibility for boost) of all low-income Units are restricted at 30% or less of AMGI; or
  - [ ] 0

- At least 5% of all low-income Units at 30% or less of AMGI
  - [ ] 0

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

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

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

- Supportive Housing Development proposed by a Qualified Nonprofit
  - [ ] 0

- All other Developments.
  - [X] 9

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

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

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

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

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

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
  - [ ] 0

  OR

- [X] 2

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.

- Attached behind this tab is 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;
  - [X] 0

  AND

- Attached behind this tab is the executed Certification for Section 811 PRA Program Participation.
  - [X] 2

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.

- [X] 0

  OR

  Applicant or Affiliate has attached behind this tab an explanation and documentation regarding the Applicant’s or Affiliate’s lack of Ownership interest or Control of any Existing Development that is included on the List of Qualified Existing Developments for Multifamily Programs; and the Development applying for funding has a disqualifying factor described below:

---

2/28/2019
Mark **any** of the following factors that disqualify the development applying for funding from participating in the Section 811 PRA Program and provide documentation supporting the selection:

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

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed:</th>
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<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>2</td>
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<tr>
<td>X Development is requesting Pre-Application Points.</td>
<td>6</td>
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<tr>
<td>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td></td>
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<tr>
<td>X Development will maintain a 35 year Affordability Period.</td>
<td>2</td>
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<tr>
<td>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
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<tr>
<td>X Application requests points for Historic Preservation.</td>
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<tr>
<td>X Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
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<tr>
<td>X 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>
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<tr>
<td>X Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
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<tr>
<td>X At least 75% of the residential units will be within the Certified Historic Structure.</td>
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<tr>
<td>X Attached behind this tab are the THC letter and other documentation described above.</td>
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<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
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<tr>
<td>X 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>1</td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td></td>
</tr>
<tr>
<td>X 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>
<td>1</td>
</tr>
</tbody>
</table>
T19-6-TENANT POPULATION WITH SPECIAL HOUSING NEEDS

Applicant has uploaded separate packages regarding:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Property Condition Standards Certification**

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

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

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

**Lead Based Paint**

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

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

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

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

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

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

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

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

**Environmental**

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

Energy and Water Conservation

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

Procurement of Recovered Materials

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

Housing Standards for Assisted Units

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

Eligibility and Threshold Certification

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

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

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

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

I (We) understand that the Applicant or their designated property management staff will be responsible for:
Section 811 PRA Program Certification

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

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

(3) preventing crime in the Assisted Units, including the denial of admission to persons engaged in criminal activity or has certain criminal histories, in accordance with 24 CFR Part 5, Subpart H. Applicant or its designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-27, E. for further guidance;

4) complying with protections for victims of domestic violence, dating violence, sexual assault, or stalking, pursuant to 24 CFR Part 5, Subpart L; and

(5) complying with all other applicable requirements, including but not limited to the RAC, Project Rental Assistance Program Guidelines, 10 TAC Chapters 1, 2, 8, and any other HUD administrative requirements.

I (We) understand that the Section 811 tenants' participation in supportive services is voluntary and cannot be required as a condition of admission or occupancy.

I (We) understand that if the Applicant or their designated property management staff determines that an applicant is ineligible on the basis of income or Household composition, or because of failure by an Section 811 applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies, or that the Applicant or their designated property management staff is not selecting the Section 811 applicant for other reasons, the Applicant or their designated property management staff will promptly notify the Section 811 applicant in writing of the determination and its reasons, and that the applicant has the right to meet with the Applicant or their designated property management staff and has the right to request a reasonable accommodation, if applicable. I (We) understand that the Section 811 applicant may also exercise other rights if the applicant believes that he or she is being discriminated against on the basis of race, color, national origin, religion, sex, disability or familial status. I (We) understand that records on Section 811 applicants and Section 811 tenants, which provide racial, ethnic, gender and place of previous residency data required by HUD, must be maintained and retained for three (3) years. I (We) shall refer to HUD Handbook 4350.3 REV-1, Chapter 4-9 for further guidance on rejecting Section 811 applicants and denial of rental assistance.

I (We) certify that no Section 811 PRA Program funds will be attached to units receiving any other form of federal or state housing operating assistance or units that have received any form of long-term operating housing subsidy within a six-month period prior to receiving PRA funds. I (We) additionally certify that 811 PRA subsidy funds will not be attached to any unit that is currently a 30% AMI rent and income restricted unit or any unit that is currently operating with an existing use
restriction or contractual obligation to exclusively serve persons with disabilities or persons 62 and older.

I (We) understand that funding through the full, initial 20 year term of a RAC contract to provide 811 PRA assistance will be conditional based upon available appropriations during each 5 year renewal cycle and may be moved or dissolved by TDHCA at anytime. Additionally, I (We) understand that the total number of assisted units, and their number of bedrooms may be adjusted at anytime by TDHCA for a maximum number of units committed in the Section 811 PRA Owner Participation Agreement.

Management Practices Certification

I (We) certify that the Applicant or their designated property management staff will immediately notify TDHCA of all unit vacancies until all Section 811 PRA units are occupied. I (We) certify that, after a RAC is executed, any available units of a type identified in the RAC will be held vacant for an 811 PRA tenant referred by TDHCA, if a tenant has been referred to the property by TDHCA, for up to 60 days before the unit will be re-rented to a non-811 PRA applicant.

I (We) certify that the Applicant or their designated property management staff will comply with any current or future requirement for marketing or outreach of the units and I (We) certify that I (we) will follow all HUD Fair Housing and Equal Opportunity requirements.

I (We) certify that I (we) will furnish all required documentation, reports, and forms as necessary to assist TDHCA in entering necessary eligibility and income information in HUD systems as required; information requested for reporting on performance measures to HUD will be furnished within the timelines as specified by TDHCA.

I (We) certify that we understand that all Applicants who are States, Territories, Urban Counties, and Metropolitan cities shall be subject to the requirements of 24 CFR Part 85, and further that all Applicants who are Nonprofits shall be subject to the requirements of 24 CFR Part 84.

I (We) certify that the initial lease between the Development and any 811 PRA assisted tenant will be a minimum of one year; I (we) further certify that the HUD model lease form HUD-92236-PRA will be used as required by the Cooperative Agreement, Section XII. GRANTEE PROGRAM ADMINISTRATION.

In addition, I (We) certify that we understand that all lease addendums must be approved by TDHCA. TDHCA will consider lease addendums on a case by case basis and may opt to request approval from HUD. Owners may only modify the lease terms with a tenant at the end of the initial term or a successive term by serving an appropriate notice to the tenant, together with the provision of a revised TDHCA approved agreement or addendum.

I (We) certify to follow requirements of § PRA.406. I (We) understand that prior to occupancy of a Section 811 unit, that an Eligible Section 811 Household must be given the opportunity to be present for the move-in unit inspection. I (We) understand that the inspection of the Section 811 Unit will be completed by both the Applicant or the designated Property Management staff and the Eligible Section 811 Household and both shall certify, on a form prescribed or approved by TDHCA that they have inspected the Section 811 Unit and have determined it to be Decent, Safe, and
Sanitary condition in accordance with the criteria provided in the form. The Applicant or the designated Property Management staff shall keep a copy of this inspection and make part of the lease as an attachment to the lease. If the Eligible Section 811 Household waives the right to this inspection, a form prescribed or approved by the TDHCA would be signed by the Eligible Household indicating they have waived this right.

In addition, I (We) certify that the Applicant or the designated Property Management staff shall perform unit inspections of the Section 811 Units on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This will ensure that the Applicant is meeting its obligation to maintain the Assisted Units in Decent, Safe, and Sanitary condition.

In addition, I (We) understand that the TDHCA and/or HUD may ask, and must be permitted, to review the records related to the RAC at least annually to determine compliance. I (We) understand that HUD may independently inspect project operations and Section 811 Units at any time with reasonable notice prior to inspection; and Equal Opportunity reviews may be conducted by HUD at any time.

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA and will ensure that Section 811 tenants are not over or under housed according to those requirements.

I (We) certify that the Applicant or the designated Property Management staff shall comply and participate with any dispute resolution processes as required by TDHCA.

I (We) certify, as referenced in § PRA.409, that the Applicant shall not impede the reasonable efforts of tenants of the Assisted Units to organize pursuant to 24 CFR Part 245, or any successor regulations of 24 CFR Part 245, or unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the mortgaged property when requested by: (i) a resident tenant organization in connection with the representational purposes of the organization; or (ii) tenants seeking to organize or to consider collectively any matter pertaining to the operation of the mortgaged property.

I (We) certify that the Development site referenced in this Application will take reasonable steps to ensure meaningful access to its programs and activities to Limited English Proficiency tenants. Additionally, I (We) certify that all communications provided to Eligible Applicants and Eligible Households at the Development referenced in this Application are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 and, as applicable, the Americans with Disabilities Act.

I (We) certify that Development staff will assist 811 PRA tenants with annual re-certification of income and program requirements as required by HUD; property staff are or will be familiar with HUD income verification requirements and tenant re-certification policies as published in the HUD Handbook 4350.3 REV-1.
I (We) certify that Development staff has the capacity and agrees to participate in the Tenant Rental Assistance Certification System for Section 811 PRA tenants, and that requests for payment will be made from this System within 60 calendar days of a tenant’s initial move in date. I (We) certify that if TDHCA procures a third party for one or more duties of the 811 PRA program, the Development will respond and comply with that third party in all ways as required of their obligations to TDHCA.

I (We) certify that the Development will obtain and maintain any information technology systems required of the PRA Program will be utilized at the Development at no expense to the TDHCA.

I (We) certify that any updated screening, eligibility, lease addenda or fee criteria established for tenants of the identified Development in this Application will be provided to TDHCA 30 calendar days prior to property implementation; additionally, upon request TDHCA will receive copies of tenant re-certifications completed by property staff.

I (We) certify that TDHCA will receive upon request any notices advising of property or resident rental increases.

I (We) certify that a copy of the Development’s property management plan, tenant selection criteria (or plan) and Affirmative Fair Housing Marketing plan will be provided to and discussed with onsite Development staff.
By: Donna Rickenbacker
Signature of Authorized Representative

Donna Rickenbacker
Printed Name
Authorized Representative
Title
2/ 27/ 2019
Date

The State of Texas

COUNTY OF HARRIS

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 27th day of February, 2019
(Seal)

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

Notary Public Signature
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Introduction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Fulton Lofts was awarded 9% tax credits in 2018. Fulton Lofts is a general population development. Fulton Lofts, LP ("Fulton LP") is the owner of Fulton Lofts. Fulton Lofts Advisors, LLC is the General Partner and owns 0.01% of the owner. The General Partner has three members that include DWR Group, as a member owning less than 50% of the 0.01% interest of the General Partner. See Organizational Chart attached as Attachment XI. DWR Group as the HUB materially participates in the development and operation of Fulton Lofts but does not control or have any guarantor obligations related to this project. See Attachment XII-excerpts from the Company Agreement for the General Partner.

Based on the above described summary of DWR’s previous participation, we do not believe that DWR has the control or legal authority to commit 811-Units to the above described Existing Developments. Additionally, attached please find as Attachment XIII-email communication from you dated 8/15/18 as to the eligibility of (i) 12276 – Village at Cypress; (ii) 15170-Lodge at West Lake; (iii) 16104-Villa Verde; and (iv) 16256-Chapman Crossing.
Organizational Chart
To-Be-Formed Single Asset Limited Partnership
Applicant/Owner
TDHCA No. 12276

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

AT-Cypress GP, LLC
General Partner
0.01%

LIMITED PARTNER/SYNDICATOR
99.99%

AMCAL Multi-Housing, Inc.
Member
49%

Percival Vaz, CEO
Sole Director/Owner
100%

Arjun Nagarkatti
President
0%

Luxmi Vaz
Secretary
0%

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

Donna Rickenbacker, Managing Member - 75%
Jamie Rickenbacker, Member - 25%
Owners
Organizational Chart
AMCAL Enterprises, Inc.
Developer/Guarantor

AMCAL ENTERPRISES, INC.,
A CALIFORNIA CORPORATION

PERCIVAL VAZ
CHIEF EXECUTIVE OFFICER
SOLE DIRECTOR/OWNER
100%

ARJUN NAGARKATTI
PRESIDENT
0%

LUXMI VAZ
SECRETARY
0%
December 1, 2017

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

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

Dear Mr. Yarden:

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

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

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

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

Sincerely,

Spencer Duran
Section 811 Manager

cc: Lisa Davis
February 27, 2019

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

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

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

Dear Mr. Nagarkatti and Ms. Rickenbacker:

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

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

Sincerely

[Signature]

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

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

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

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

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

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

Investor Limited Partner/Syndicator
99.99%
Attachment IV – Excerpts from A&R LPA – Westlake
AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

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

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

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

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

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

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

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

ARTICLE I

CONTINUATION OF PARTNERSHIP

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

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

RIGHTS, OBLIGATIONS AND POWERS OF THE GENERAL PARTNER

8.01 Management of the Partnership.

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL PARTNER:

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

By: [Signature]
Name: Ken Brinkley
Title: Manager

[signatures continued on next page]
SPECIAL LIMITED PARTNER:

HUDSON SLP LLC,
a Delaware limited liability company

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

INVESTMENT PARTNER:

HUDSON LODGE AT WESTLAKE LLC,
a Delaware limited liability company

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

[signatures continued on next page]
INITIAL LIMITED PARTNER:

Gary Brinkley, an individual

[Signature]

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Attachment V – Unconditional Guaranty – Westlake
UNCONDITIONAL GUARANTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTOR:

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

By:  
Name: Ken Brinkley  
Title: Manager

GARY BRINKLEY, an individual

KEN BRINKLEY, an individual

GENE BRANSCOME, an individual

BRANSCOME FAMILY REVOCABLE TRUST

By:  
Name: Gene Branscome, as Trustee

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

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

RE: Lodge at Westlake Apartments (“Project”).

Dear Donna:

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

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

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

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

Sincerely,

[Signature]

Ken Brinkley, Manager
Lodge at Westlake GP, LLC
Project
TDHCA#: 16104
Villa Verde Estates
Weslaco ETJ, Texas

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

0.01% General Partner
DWR Villa Verde GP, LLC
Texas Limited Liability Company (tbf)

Sole Member & HUB
DWR Development Group, LLC
100%

99.99% Proposed
Investor Limited Partner
TBD

Sole Member
Donna W. Rickenbacker
**LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)**

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**DETERMINATION**

<table>
<thead>
<tr>
<th>LOT</th>
<th>BLOCK/ SECTION</th>
<th>SUBDIVISION</th>
<th>STREET</th>
<th>OUTCOME</th>
<th>FLOOD ZONE</th>
<th>1% ANNUAL CHANCE FLOOD ELEVATION (NGVD 29)</th>
<th>LOWEST ADJACENT GRADE ELEVATION (NGVD 29)</th>
<th>LOWEST LOT ELEVATION (NGVD 29)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>--</td>
<td>Villa Verde Estates</td>
<td>2601 South Border Avenue</td>
<td>Portion of Property</td>
<td>B</td>
<td>72.0 feet</td>
<td>--</td>
<td>72.0 feet</td>
</tr>
</tbody>
</table>

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

**ADDITIONAL CONSIDERATIONS** (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

**LEGAL PROPERTY DESCRIPTION**
- ANNEXATION
- FILL RECOMMENDATION
- PORTIONS REMAIN IN THE SFHA

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration
LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL) ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

COMMENCING at a No. 4 rebar set (Northing: 16572888.399, Easting: 1150231.676) at the Southeast corner of Villa Verde Subdivision No. 2, according to the map thereof recorded in Volume 17, Page 33, Hidalgo County Map Records; THENCE, S 88°48'31" W along the South line of said Villa Verde Subdivision No.2, a distance of 325.00 feet to a No.4 rebar set for the POINT OF BEGINNING and the Northeast corner of this tract; THENCE, S 01°11'29" E a distance of 375.00 feet to a No.4 rebar set for the Southeast corner of this tract; THENCE, S 88°48'31" W a distance of 480.84 feet to the Southernmost Southwest corner of this tract; THENCE, N 53°07'56" E a distance of 76.62 feet to an inside corner of this tract; THENCE, N 01°49'43" W a distance of 37.43 feet to an inside corner of this tract; THENCE, N 24°50'17" W a distance of 40.68 feet to an inside corner of this tract; THENCE, S 88°13'44" W a distance of 167.49 feet to an outside corner of this tract; THENCE, N 74°22'44" W a distance of 75.19 feet to the Northernmost Southwest corner of this tract; THENCE, N 01°47'15" W a distance of 74.79 feet to an outside corner of this tract; THENCE, N 38°41'12" E a distance of 147.54 feet to an outside corner of this tract; THENCE, N 48°59'53" E a distance of 74.28 feet to the South line of said Villa Verde Subdivision No.2, for the Northwest corner of this tract; THENCE, N 88°48'31" E along the South line of said Villa Verde Subdivision No. 2, a distance of 523.92 feet to the POINT OF BEGINNING

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA’s Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at http://www.fema.gov/mit/tb1001.pdf. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.
LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)
ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

ANNEXATION (This Additional Consideration applies to the preceding 1 Property.)

Although the subject of this determination is shown on the National Flood Insurance Program map as being located in a community other than the community indicated on the Determination/Comment Document, it has been annexed by the community referenced therein.
Attachment VIII – Org. Chart – Chapman Crossing
Owner Organizational Chart

Managing Member of General Partner
Royal American Development, Inc.

Sole Shareholder
Peoples First Properties, Inc.
100%

Directors
Jeannette B. Chapman - 0%
Joseph F. Chapman, IV - 0%

Officers
Joseph F. Chapman, IV - President - 0%
Clifford S. Clemo - Vice Pres. - 0%
Robert F. Henry, III - Vice Pres. - 0%
Lauretta J. Pippin - Secretary/Treasurer - 0%

See Attached
Peoples First Properties, Inc. Org Chart
Owner Organizational Chart

Sole Shareholder of Royal American Development, Inc.
Peoples First Properties, Inc.

Chapman Family Holdings, LP 66%

See Attached Chapman Family Holdings, LP Org Chart

Joseph F. Chapman, III 5%

Misc. Chapman Family/Trusts 20%
(No misc. Chapman family member or trust owns a 10% or greater interest)

Minority Stockholders 9%

Directors
Jeannette B. Chapman - 0%
Joseph F. Chapman, IV - 0%
Mary Marie Chapman Clemo - 0%
Kristian B. Chapman - 0%
David M. Chapman - 0%

Officers
Joseph F. Chapman, IV - President - 0%
Robert F. Henry, III - Vice Pres. - 0%
David M. Chapman - Vice Pres. - 0%
Lauretta J. Pippin - Secretary/Treasurer - 0%
Owner Organizational Chart

Shareholder of Peoples First Properties, Inc.
Chapman Family Holdings, LP

General Partner
Chapman Holdings, Inc.
0.038%

Shareholder
Joseph F. Chapman, III
50%

Shareholder
Jeannette B. Chapman
50%

Directors
Jeannette B. Chapman - 0%

Limited Partner
Joseph F. Chapman, III
60.84%

Limited Partners
Other Chapman Family/Trusts
39.122%
(No other Chapman family member or trust owns a 10% or greater interest)

Officers
Jeannette B. Chapman - President - 0%
Lauretta J. Pippin - Secretary/Treasurer - 0%
February 22, 2019  
Donna Rickenbacker  
Chapman Crossings - TDHCA #16256  

Re: Chapman Crossing 811 units  

Dear Donna,  

This letter is in response to your request to increase the number of Section 811 units above the current 10 units committed. CITI understands that adding any additional 811 units would require the property to be in compliance with Davis Bacon wage rates which would increase the construction costs of the project. The property is already under construction and in compliance with an approved and balanced budget. Davis Bacon wage rates have not been factored into the budget and adding additional costs would negatively impact the approved budget. Therefore, CITI is unfortunately denying your request to add Section 811 units above the 10 units that are already included in the scope of work.  

CITI has a strong commitment to affordable housing in Texas and throughout the country. We are always willing to consider additional community benefits that our clients and TDHCA may present to us. However, we also have an obligation to make sure that we are responsibly financing the projects that we approve, which includes making sure that the Property can be completed within the construct of the approved budget.  

Please do not hesitate to contact me with any questions or concern.  

Sincerely yours,  

Citi Community Capital  

[Signature]  

Mahesh Aiyer  
Director
Attachment X – Excerpts from Loan Agreement – Chapman Crossing
CONSTRUCTION LOAN AGREEMENT

by and between

CITIBANK, N.A.,
as Lender,

and

CHAPMAN CROSINGS AT HARRIS COUNTY, LP,
as Borrower

Relating to:
$14,098,590 Loan
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CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this “Loan Agreement”) is dated for reference purposes only as of the 1st day of January, 2018, but will not be effective and binding on the parties hereto until the Closing Date (as hereinafter defined), and is between CHAPMAN CROSSINGS AT HARRIS COUNTY, LP, a Texas limited partnership (together with its successors and assigns, the “Borrower”) and CITIBANK, N.A., a national banking association (together with its successors and assigns, the “Lender”).

WITNESSETH:

RECITALS

WHEREAS, the Borrower has applied to the Lender for the Loan, as defined herein, for the acquisition, construction, rehabilitation, development, equipping and/or operation of a 102-unit multifamily residential project located in Houston, Harris County, Texas, known or to be known as Chapman Crossings;

WHEREAS, the Borrower’s repayment obligations under this Loan Agreement are evidenced by the Note, as defined herein; and

WHEREAS, the Loan is secured by, among other things, that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time, the “Security Instrument”), dated as of the date hereof, encumbering the Project, and will be advanced to Borrower pursuant to this Loan Agreement.

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

ARTICLE I

DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Definitions. As used herein, the following terms have the meanings set forth below; provided, however, that any capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Security Instrument:

“811 Participation Agreement” shall have the meaning given to that term in the Security Instrument.

“Act of Bankruptcy” shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

“ADA” shall have the meaning set forth in Section 7.1.36.
obligations under all Legal Requirements and internal requirements of Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Loan. Borrower shall immediately notify Lender in writing of a) Borrower’s actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or c) Borrower becomes the subject of an investigation by Governmental Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Lender for any expense incurred by Lender in evaluating the effect of an investigation by Governmental Authorities on the Loan and Lender’s interest in the collateral for the Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Lender to enforce its rights under the Loan Documents, and in complying with all Legal Requirements and internal requirements of Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Lender as a result of the existence of such an event and for any penalties or fines imposed upon Lender as a result thereof.

Section 8.33. Funds from Equity Investor. Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms of the Partnership Agreement.

Section 8.34. Regulatory Agreement. Borrower shall comply with the terms of the Regulatory Agreement and the 811 Participation Agreement. Lender expressly prohibits the commitment of any additional units to the Section 811 Program in excess of those committed pursuant to the 2016 tax credit application.

ARTICLE IX

NEGATIVE COVENANTS

To induce Lender to execute this Loan Agreement and make Disbursements, Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Payment Obligation or other obligation of Borrower under any of the other Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

Section 9.1. Management Agreement. Without first obtaining the Lender’s prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Lender’s prior Written Consent (which consent shall not be unreasonably withheld): (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).
IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Construction Loan Agreement or caused this Construction Loan Agreement to be duly executed and delivered by their respective authorized representative as of the date first set forth above.

BORROWER:

CHAPMAN CROSSINGS AT HARRIS COUNTY, LP,
a Texas limited partnership

By: RA Chapman Crossings, LLC,
a Texas limited liability company,
its general partner

By: Royal American Development, Inc.,
a Florida corporation d/b/a in Texas as
Florida Royal American Development, Inc.,
its manager

By:
Name: Joseph F. Chapman, IV
Title: President
LENDER:

CITIBANK, N.A.

By: [Signature]

Name: Mahesh Aiyer
Title: Authorized Signatory
Attachment XI – Organizational Charts – Fulton Lofts
Fulton Lofts, Owner Organization Chart:

Applicant:
Fulton Lofts, LP
a Texas limited partnership
To be formed

Limited Partner:
Hudson Housing Capital LLC
TIN: 54-1884498
99.99%

Org. 1 - General Partner
Fulton Lofts Advisors, LLC
a Texas limited liability company
To be formed
0.01%

Org 1.1 - Managing Member
Mark-Dana Corporation
a Virginia corporation
TIN: 23-2039572
55%

David M. Koogler
Chairman & CEO
10%

David Mark Koogler
President & COO
21.28%

Margery C. Koogler
Exec VP & Secretary
10%

Dana R. Koogler
EVP & Asst. Secretary
21.28%

Org. 1.1.3 - Dana Rene Koogler, Trustee
Dana Rene Koolger Irrevocable Trust #1
TIN: 61-6408719
9.36%

Org. 1.1.4 - Dana Rene Koogler, Trustee
Dana Rene Koolger Irrevocable Trust #2
TIN: 61-6408721
9.36%

Org. 1.1.1 - David Mark Koogler, Trustee
David Mark Koolger Irrevocable Trust #1
TIN: 61-6408718
9.36%

Org. 1.1.2 - David Mark Koogler, Trustee
David Mark Koolger Irrevocable Trust #2
TIN: 61-6408720
9.36%

Org. 1.2 - Member
Cavender Development, LLC
a Texas limited liability company
TIN: 82-2955452
5%

Zachary G. Cavender
Owner
100%

Org. 1.3 - Member
DWR Development Group, LLC
a Texas limited liability company
TIN: 46-4120825
40%

Donna Rickenbacker
Owner
100%
Developer & Guarantor Organization Chart

Org. 1.1 - Managing Member
Mark-Dana Corporation
a Virginia corporation
TIN: 23-2039572

- David M. Koogler
  Chairman & CEO
  10%

- David Mark Koogler
  President & COO
  21.28%

- Margery C. Koogler
  Exec VP & Secretary
  10%

- Dana R. Koogler
  EVP & Asst. Secretary
  21.28%

Org. 1.1.3 - Dana Rene Koogler, Trustee
Dana Rene Koolger Irrevocable Trust #1
TIN: 61-6408719
  9.36%

Org. 1.1.4 - Dana Rene Koogler, Trustee
Dana Rene Koolger Irrevocable Trust #2
TIN: 61-6408721
  9.36%

Org. 1.1.1 - David Mark Koogler, Trustee
David Mark Koolger Irrevocable Trust #1
TIN: 61-6408718
  9.36%

Org. 1.1.2 - David Mark Koogler, Trustee
David Mark Koolger Irrevocable Trust #2
TIN: 61-6408720
  9.36%
COMPANY AGREEMENT

OF

FULTON LOFTS ADVISORS, LLC

THE MEMBERSHIP INTERESTS DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, THE TEXAS SECURITIES ACT OR THE SECURITIES LAWS OF ANY OTHER STATE. SUCH MEMBERSHIP INTERESTS MAY NOT BE TRANSFERRED UNLESS REGISTERED UNDER APPLICABLE SECURITIES LAWS OR UNLESS THE TRANSFER IS EXEMPT FROM SUCH REGISTRATION. THE COMPANY MAY REQUIRE SUCH EVIDENCE AS THE COMPANY DEEMS APPROPRIATE TO CONFIRM THAT ANY PROPOSED TRANSFER COMPLIES WITH SUCH REQUIREMENTS. THE COMPANY IS NOT OBLIGATED TO REGISTER ANY OF SUCH MEMBERSHIP INTERESTS OR TO MAINTAIN ANY INFORMATION ABOUT THE COMPANY PUBLICLY AVAILABLE.

THE MEMBERSHIP INTERESTS THAT ARE THE SUBJECT OF THIS COMPANY AGREEMENT ARE SUBJECT TO RESTRICTIONS ON THE TRANSFER, SALE, PLEDGE, OR OTHER DISPOSITION AS SET FORTH IN THIS COMPANY AGREEMENT.
Pursuant to the Texas Business Organizations Code, this Company Agreement (the "Agreement") is adopted effective as of the 9th day of August, 2018 as the Company Agreement of Fulton Lofts Advisors, LLC, a Texas limited liability company (the "Company"), by the undersigned Members (as defined below) of the Company.

ARTICLE I

DEFINITIONS

1.01 Certain Definitions. The following terms shall have the meanings specified below when used in this Company Agreement unless otherwise expressly specified herein to the contrary:

(a) "Accounting Year" means the Company's accounting year for accounting and tax purposes, which shall be determined by the Members.

(b) "Additional Member" means Cavender Development, LLC, a Texas limited liability company.

(c) "Agreement" means this Company Agreement of the Company as originally adopted and as amended from time to time as herein provided.

(d) "Authorized Purposes" shall mean the purposes of the Company specified in Article V of the Certificate of Formation or authorized by a vote of a Majority in Interest of all of the Members in accordance with the provisions of this Agreement.

(e) "Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with Section 7.04 of this Agreement.

(f) "Capital Contribution" means the total value of cash and agreed fair market value of property contributed and agreed to be contributed to the Company by each Member, as shown in Schedule "1" attached hereto, as may be amended from time to time. Reference in these Regulations to the Capital Contribution of a present Member includes a Capital Contribution previously made to any prior Member.

(g) "Certificate of Formation" means the Certificate of Formation of the Company filed with the Secretary of State of the State of Texas, and as the same may be further amended from time to time as provided in the Texas Code and this Agreement.

(h) "Company" means Fulton Lofts Advisors, LLC, a Texas limited liability company, formed pursuant to this Agreement.

(i) "Compliance Period" shall mean the 15-year low income housing tax credit compliance period defined in Section 42(i)(1) of the Code, as applicable to the Project.
(j) "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise.

(k) "Distributable Cash" means the amount by which (1) the aggregate amount of all cash and other current funds on account from time to time held by the Company on hand or in bank accounts or other temporary investments pending distribution, exceeds (2) the aggregate amount of all amounts paid or set aside by the Company for (A) all principal and interest payments on indebtedness of the Company and all other sums payable to lenders; (B) all cash expenditures incurred incident to the normal operations of the Company's business (including Tax Distributions); and (C) such cash reserves as the Managing Member deems reasonably necessary to the proper operation of the Company's business.

(l) "Exception Documents" has the meaning specified in Section 4.01(b).

(m) “Good Cause” means (i) as to a Member, fraud, gross negligence, intentional misconduct or breach of fiduciary duty of such Member; (ii) as to a Member, a finding by TDHCA of material non-compliance with respect to such Member that is not cured within any applicable cure period provided by TDHCA (excluding for this purpose material non-compliance of the Project that is attributed to such Member but that is not caused by such Member); or (iii) as to the HUB Member, its ceasing to be certified as a HUB, as evidenced by its removal from the Texas Comptroller’s HUB Directory.

(n) "HUB Member" means DWR Development Group, LLC, a Texas limited liability company.

(o) "Initial Contribution" means the initial Capital Contribution to the Company made by a Member.

(p) "Losses" means, for each Accounting Year (or portion thereof, as may be applicable), the losses and deductions of the Company determined in accordance with generally accepted accounting principles.

(q) "Majority in Interest" means, with respect to any referenced group of Members, a combination of any of such Members who, in the aggregate, own at least fifty-one percent (51%) of the Membership Interests owned by all of such referenced group of Members.

(r) "MDC Member or Managing Member" means Mark-Dana Corporation, a Virginia corporation, qualified as a foreign corporation in Texas.

(s) "Member" means the entity designated as a Member of the Company on the attached Schedule"1", any successor to all or any part of any such entity's Membership Interest in the Company who has been duly admitted as a Member of the Company in accordance with this Agreement and any other Person admitted as an additional Member of the Company in accordance with this Agreement.
3.11 **Members of Record.** The Company shall be entitled to treat the holder of record of any Membership Interest as the holder in fact of such Membership Interest for all purposes. Accordingly, the Company shall not be bound to recognize any equitable or other claim to or interest in any Membership Interest on the part of any other Person or entity which is not reflected on the transfer records of the Company, whether or not it shall have actual or other notice of such claim or interest, except as expressly provided to the contrary by this Agreement or applicable law.

3.12 **Actions by Members Without a Meeting.** Any action required by the Texas Code or this Company Agreement to be taken by the Members at a meeting may be taken by the Members without a meeting, without prior notice and without a vote, if a written consent or consents, setting forth the action so taken, shall be signed by Members having not less than the minimum number of votes which would be necessary to take such action at a meeting at which all Members entitled to vote on the action were present and voted.

3.13 **Action by Conference Telephone.** Members may participate in and hold a meeting by means of a conference telephone, similar communications equipment, or other suitable electronic communications equipment, including video conferencing technology, or the internet, or a combination thereof, by means of which all persons participating in the meeting can hear each other and participate in the meeting. Participation in such meeting will constitute attendance and presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE IV**

**OFFICERS**

The Managing Member may (but is not required to) appoint one (1) Chief Executive Officer, one (1) President, one (1) or more Vice Presidents, a Secretary, a Treasurer, and such other officers and agents as they shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Managing Member. Any person may hold two (2) or more offices. No officer or agent need be a Member.

**ARTICLE V**

**RIGHTS AND DUTIES OF MANAGING MEMBER AND HUB MEMBER**

5.01 **Management Powers of Managing Member and Management Powers of HUB Member.**
(a) The Managing Member of the Company is Mark-Dana Corporation. The Managing Member shall hold office until resignation or removal pursuant to this Agreement. Subject to the following sentence in this Section 5.01(a), the Managing Member, without the consent of any other Member, has the exclusive right and all necessary powers to carry out the purposes, business, and objectives of the Company, and do all such lawful acts and things as are directed or required to be exercised or done by the Members by the Texas Code, the Certificate or this Agreement, including, but not limited to, the right to enter into and carry out contracts of all kinds; to employ employees, agents, consultants, independent contractors, and advisors on behalf of the Company, to lend or borrow money and to issue evidences of indebtedness; to bring and defend actions in law or equity, to buy, own, manage, sell, lease, mortgage, pledge or otherwise acquire or dispose of Company property, to amend and restate the agreement of limited partnership of the Owner Entity, to enter into and/or amend and restate any development services agreements with respect to the Project, and to enter into new financing or modification to existing financing with respect to the Project (including, without limitation, the pledge of assets of the Project to secure the Project’s financing), subject, however, to recognition that the HUB Member will participate in the development and operation of the Project in accordance with Section 5.01(b). Notwithstanding the foregoing, the Managing Member may not do any of the following without the consent of all of the Members: (a) modify this Agreement in a manner that would materially and adversely affect the Membership Interest of the Additional Member; (b) modify this Agreement in a manner that would materially and adversely affect the Membership Interest of the HUB Member or (c) commit an act which would make it impossible for the Company to carry on its ordinary business or contravene this Agreement. Managing Member need not be a resident of the State of Texas.

(b) The HUB Member shall materially participate in the ownership, development, and operations of the Project as required by the rules and regulations of the TDHCA pertaining to project participation by a historically underutilized business. In furtherance of the foregoing, the HUB Member shall ensure that the Project is developed and operated as a low-income rental housing community in accordance with Section 42 of the Revenue Code and in compliance with TDHCA’s rules and regulations and by performing activities as agreed to by the Managing Member and the HUB Member. Notwithstanding the foregoing, so long as the Managing Member or any of its affiliates has any outstanding guaranty obligations with respect to the Project, the HUB Member may not take any action on behalf of the Company with respect to the matters set forth in this Section 5.01(b) without the consent of the Managing Member, if such action would have, or reasonably could be in the determination of the Managing Member have, a material adverse effect on the guaranty obligations of the Managing Member or create additional guaranty obligations to which the Managing Member would not be subject without taking of the action in question.

ARTICLE VI

MANAGING MEMBER’S SERVICES; CONFLICTING INTERESTS AND INDEMNIFICATION
## SCHEDULE "1"

**NAMES, INITIAL CONTRIBUTIONS, AND MEMBERSHIP INTERESTS OF MEMBERS**

<table>
<thead>
<tr>
<th>Names and Addresses</th>
<th>Initial Contribution</th>
<th>Membership Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mark-Dana Corporation</strong></td>
<td>$55.00</td>
<td>55%</td>
</tr>
<tr>
<td>26302 Oak Ridge Drive, Suite 100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spring, TX 77380</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DWR Development Group, LLC</strong></td>
<td><strong>$40.00</strong></td>
<td><strong>40%</strong></td>
</tr>
<tr>
<td>710 North Post Oak Rd., Suite 400</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Houston, TX 77024</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cavender Development, LLC</strong></td>
<td>$5.00</td>
<td>5%</td>
</tr>
<tr>
<td>9703 Reston Ranch Ct</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cypress, TX 77433</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment XII – Email Communication from Spencer Duran
Donna,

Thank you for this information. I agree that none of the 4 properties can participate in 811. See table below. I've created a new Participation Agreement. It must be submitted back to the Department along with the Commitment Notice.

<table>
<thead>
<tr>
<th>Development</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>12276 Village at Cypress</td>
<td>Does not appear on Approved Development List</td>
</tr>
<tr>
<td>15170 Lodge at West Lake</td>
<td>DWR is HUB and GP consent needed</td>
</tr>
<tr>
<td>16104 Villa Verde</td>
<td>Ineligible Flood Zone (see reasoning below).</td>
</tr>
<tr>
<td>16256 Chapman Crossing</td>
<td>Lender letter prohibition.</td>
</tr>
</tbody>
</table>

16104 RE: floodplain issue (from Cynthia Zbranak, Senior Environmental Specialist 5/15/18):

The 500 year floodplain is depicted with the Zone B designation on the older maps and as Zone X Shaded on the newer maps. Per the excerpt below and based on the LOMR, they are still designated as Zone B which is in the 500 year floodplain, see requirements below.

(1) **Floodplains (Executive Order 11988; Flood Disaster Protection Act (42 U.S.C. 4001-4008); National Flood Insurance Reform Act (P.L. 108-264)).** No new construction activities or projects shall be located in the mapped 500-year floodplain or in the 100-year floodplain according to FEMA’s best available data, which may be Advisory Base Flood Elevations (ABFEs), Preliminary Flood Insurance Rate Maps (P-FIRMs), or Flood Insurance Rate Maps (FIRM). Existing structures may be assisted in these areas, except for sites located in coastal high hazard areas (V Zones) or regulatory floodways, but must meet the following requirements:

(a) **The existing structures must be flood-proofed or must have the lowest habitable floor and utilities elevated above both the 500-year floodplain and the 100-year floodplain according to FEMA’s best available data.**

(b) **The project must have an early warning system and evacuation plan** that includes evacuation routing to areas outside of the applicable floodplains.

(c) Project structures in the 100-year floodplain according to FEMA’s best available data must obtain flood insurance under the National Flood Insurance Program. No activities or projects located within the 100-year floodplain may be assisted in a community that is not participating in or has been suspended from the National Flood Insurance Program.

Thank you,

Spencer
Section 811 Project Rental Assistance (“PRA”) Program Supplement Packet

Questionnaire

2019 Uniform Multifamily Application #19327

1) Selecting Points under 10 TAC §11.9(c)(6)?
   □ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 2

2) To obtain Points under 10 TAC §11.9(c)(6), Applicants must first attempt to meet the requirements in §11.9(c)(6)(B).
   Does the Applicant Own or Control and Existing Development that appears on the List of Qualified Existing Developments?
   □ No – STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 3

3) Is the Applicant seeking to establish its lack of legal authority where an Applicant Owns or Controls an Existing Development that appears on the List of Qualified Existing Developments?
   □ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO QUESTION 4

4) Can the Applicant provide all three of the following items listed under §11.9(c)(6)(A)(i)-(iii)?
   □ No - STOP. PACKET SUBMISSION NOT NEEDED
   ☑ Yes – CONTINUE TO COVER PAGES
   (i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement);

   (ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program); AND

   (iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party identified in (ii) that they are denying an Existing Development from participation).
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet

Legal Right to Withhold Cover Page §11.9(c)(6)(A)(i)

2019 Uniform Multifamily Application #19327

Existing Development Name 18254

(i) Evidence that a Third Party has a legal right to withhold approval for a Property to commit voluntarily to the Section 811 PRA Program. The specific legally enforceable agreement or other instrument that gives the Third Party, such as a lender, the unambiguous legal right to withhold consent must be provided (Examples: Limited Partnership Agreement or Loan Agreement)

Describe the specific legally enforceable agreement being attached: See Attached

Provide the name of the Third Party: NEF

List the specific citation in the agreement that clearly denotes the Third Party has a legal right to withhold consent: Extracted Pages Attached

List the page number in the agreement that clearly denotes the Third Party has a legal right to withhold consent: Extracted Pages Attached

ATTACH PDF OF THE LEGALLY ENFORCEABLE AGREEMENT BEHIND THIS PAGE.
Section 811 Project Rental Assistance ("PRA") Program Supplement Packet
Documentation of Request for Consent Cover Page §11.9(c)(6)(A)(ii)

2019 Uniform Multifamily Application # 19327

Existing Development Name 18254

ii) Documentation that the Third Party, such as a lender, that has the legal right to withhold a required consent was asked to give their consent (Example: Letter from the Applicant or an Affiliate requesting that the above Third Party give permission that if the 2019 Application is awarded, the Existing Development can be committed to the Section811 PRA Program)

Describe and attach the request made by the Applicant or Affiliate to the Third Party asking for consent:

______________________________________________________________________________

ATTACH PDF OF THE REQUEST FROM THE APPLICANT OR AFFILIATE TO THE THIRD PARTY BEHIND THIS PAGE.
Existing Development Name: 18254

iii) Documentation that the Third Party possessing the legal right to withhold a required consent has provided notice of their decision not to provide a required consent (Example: Letter from the Third Party that they are denying an Existing Development from participation).

Describe and attach the response from the Third Party that was received by the Applicant or Owner that reflects their decision not to provide the requested consent:
See Attached Letter from NEF

ATTACH PDF OF THE RESPONSE FROM THE THIRD PARTY THAT REFLECTS THEIR DECISION TO DENY THE REQUESTED CONSENT BEHIND THIS PAGE.
February 21, 2019

Donna Rickenbacker  
DWR Development Group, LLC  
6300 West Loop South, Suite 670  
Bellaire, Texas 77401  

Re: 18254 – Somerset Lofts  

Dear Ms. Rickenbacker,  

It is our understanding that you are applying for 2019 Competitive Housing Tax Credit. This letter is in response to your request to place additional 811 Units in Somerset Lofts.  

Somerset Lofts was awarded 2018 housing tax credits. DWR Somerset 18, LP (the “Owner”) entered into a Section 811 Owner Participation Agreement with TDHCA dated August 20, 2018 (the “811 OPA”) whereby the Owner agreed to set aside 10-units in Somerset Lofts for participation in the 811 Project Rental Assistance Program. The Owner selected readiness to proceed points in its 2018 application and as a result Somerset Lofts closed, funded and commenced construction on October 23, 2018. NEF Assignment Corporation, an affiliate of NEF is the equity investor partner (“Investor Partner”) and Capital One, National Association is the lender (“Lender”) in the transaction.  

In connection with the closing of Somerset Lofts, the Owner entered into (a) an Amended and Restated Limited Partnership Agreement dated October 23, 2018 with the Investor Partner (“Amended LPA”), and (b) a Credit Support and Funding Agreement (Construction to Permanent) dated October 23, 2018 with Lender (“CSFA”). As stated in these agreements, the Investor Partner and Lender placed restrictions on the number of 811 units that can be placed in Somerset Lofts to the 10-units committed by the Owner in the 811 OPA. Specifically, please see the definition of “Section 811 Units” and Section 6.2.38 in the Amended LPA and the definition of “Section 811 Units” and Section 4.1(pp) in the CSFA expressly prohibiting the commitment of any more than the 10 units committed by the Owner in the 811 OPA. Please see the highlighted sections of the Amended LPA and CSFA attached hereto as Exhibit A and Exhibit B. Therefore, the Investor Partner unfortunately is denying your request to add additional Section 811 units above the 10-units that are already included in Somerset Lofts pursuant to the 811 OPA.
Sincerely,

NEF Assignment Corporation

Jason Aldridge, Vice President
SECTION 811 PROJECT RENTAL ASSISTANCE PROGRAM OWNER PARTICIPATION AGREEMENT

This Section 811 Project Rental Assistance Program Owner Participation Agreement (the "Agreement") is entered into on this ___ day of ___, 20___, by and between DWR Somerset 18, LP, a Texas Limited Partnership ("Owner") and the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA") (collectively, the "Parties") for participation in the TDHCA Section 811 Project Rental Assistance ("PRA") Program with regards to housing units on that certain multifamily rental housing properties consisting of a total of ___ units known as ___ ("Eligible Multifamily Property") situated on real property located in the City of ___, County of ___, State of Texas.

The Parties enter into this Agreement in conjunction with the commitments made by the applicants of the following TDHCA Multifamily Housing Direct Loan Program Application(s) that were successfully awarded Direct Loan funds and/or a Competitive Housing Tax Credits ("HTC") to satisfy the requirements of 10 TAC §11.9 (c) (6) or 10 TAC §13.6(6) utilizing the Eligible Multifamily Property as the approved development to provide Section 811 PRA Program units:

<table>
<thead>
<tr>
<th>Application Number</th>
<th>Program: Direct Loan Funds or Competitive HTC</th>
<th>Proposed Development Name</th>
<th>Number of Section 811 PRA Program Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>18254</td>
<td>HTC</td>
<td>Somerset Lofts</td>
<td>10</td>
</tr>
</tbody>
</table>

Total Section 811 PRA Program Units: 10

Each applicant for each application referenced above must provide the minimum number of Section 811 PRA Program units for each of their respective developments. The minimum number of Section 811 PRA Program units is generally 10 (ten) and is further specified in the Qualified Allocation Plan. However, the minimum number can be affected by the Integrated Housing Rule in 10 TAC 11.15 and one of the following depending upon the cycle year: 10 TAC §10.2014(16) for the 2017 cycle or 10 TAC §11.9(c)(6) for the 2018 HTC and 10 TAC §13.6(6) for 2018 multifamily direct loans.

Version 4: 2018


Participating Developments

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Federal Award ID</th>
<th>Duns NO.</th>
<th>FAIN</th>
<th>CFDA</th>
<th>Federal Award Date and Type</th>
<th>Number of Section 811 PRA Program Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Somerset Lofts</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>

Section 1
TERM

This Agreement shall be effective on the date executed by the authorized representative for TDHCA and shall remain in full force and end on the date which is thirty (30) years from the date of execution or the expiration date of the Use Agreement, whichever period is longer, unless earlier terminated or amended in accordance with the provisions herein ("Term").

Section 2
DEFINITIONS

2.1 General. Unless the context clearly indicates otherwise, capitalized terms used shall have the meaning ascribed to them in 10 TAC Chapter 8 (as amended from time to time), the PROJECT RENTAL ASSISTANCE PROGRAM RULE, provided that certain capitalized terms used and not defined herein shall have the meanings ascribed to them in or for the purposes of the Program Requirements.

A. "Assisted Units" means rental units made available to or occupied by an Eligible Tenant in Eligible Multifamily Properties receiving assistance under 42 U.S.C. § 8013(b)(3)(A).

B. "Contract Rent" means the total amount of rent specified in the Rental Assistance Contract (RAC) as payable to the Owner for the Assisted Unit.

C. "Cooperative Agreement" means the Section 811 Project Rental Assistance Program Cooperative Agreement including all exhibits and attachments thereto, by and between TDHCA as "Grantee" and HUD, entered into as a condition to and in consideration of TDHCA's participation in the Section 811 Project Rental Assistance Program.

D. "Eligible Applicant" Means an Extremely Low-Income Person with Disabilities, between the ages of 18 and 62, and Extremely Low Income Families, which includes at least one Person with a Disability, who is between the ages of 18 and 62 at the time of admission. The Person with a Disability must be eligible for community-based, long-term care services as provided through Medicaid waivers, Medicaid state plan options, comparable state funded services or other appropriate services related to the type of disability(ies) targeted under the Inter-Agency Partnership Agreement.

Page 2 of 24
E. "Eligible Families" or "Eligible Family" shall have the same meaning as "Eligible Tenant."

F. "Eligible Multifamily Property" or "Eligible Multifamily Properties" means any new or existing property owned by a private or public nonprofit, or for-profit entity with at least five (5) housing units and as specifically identified in the first paragraph on page one of this Agreement.

G. "Eligible Tenant" means Eligible Applicants who are being referred to available Assisted Units in accordance with the Inter-Agency Partnership Agreement and for whom community-based, long-term care services are available at time of referral. Such services are voluntary; referral shall not be based on willingness to accept such services. Eligible Tenant also means an Extremely Low-Income Person with a Disability, between the ages of 18 and 62 at the time of referral, and Extremely Low-Income families, which includes at least one Person with a Disability, who is between the ages of 18 and 62 at the time of referral.

H. "Extremely Low-Income" means a household whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than thirty percent (30%) of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes. HUD’s income exclusions, as defined under 24 CFR §5.609 (as amended), apply in determining income eligibility and Eligible Tenant’s rent.

I. "HUD" means the U. S. Department of Housing and Urban Development.

J. "Inter-Agency Partnership Agreement" means the Inter-Agency Partnership Agreement between TDHCA and State Health and Human Services Medicaid Agency(ies) that provides a formal structure for collaboration to participate in TDHCA’s Section 811 Project Rental Assistance Program to develop permanent supportive housing for Extremely Low-Income Persons with Disabilities.

K. "Owner" means the entity that has or will have fee title or leasehold ownership interest in the Eligible Multifamily Property. Additionally, Owner means the entity named as such in the first paragraph on page 1 of this Agreement, its successors and assigns.

L. "Owner & Property Management Manual" means a set of guidelines designed to be an implementation tool for the Program, which allows the Owner and the Owner’s designated property manager to better administer the Program, which also includes adherence to the "Owner Occupancy Requirements" set forth in Section IV of HUD Notice H 2013-24.

M. "Participating Developments" means that the Owner has an ownership interest in the development and has agreed to commit a minimum number of Assisted Units to
Eligible Applicants and/or Eligible Families. The development is currently in existence, received a previous award from the TDHCA, and is an Eligible Multifamily Property.

N. **Persons with Disability** or **Persons with Disabilities** shall have the same meaning as defined under 42 U.S.C. §8013(k)(2) and 24 CFR §891.305.

O. **Program** means TDHCA’s Section 811 Project Rental Assistance Program under Section 811 of the Cranston-Gonzales National Affordable Housing Act [42 U.S.C. §8013(b)(3)(A)], as amended by the Frank Melville Supportive Housing Investment Act of 2010 (Public Law 111-374) designed to provide permanent supportive housing for Extremely Low-Income persons with disabilities receiving long term supports and services in the community.

P. **Program Requirements** means but is not limited to: (1) this Agreement; (2) Chapter 2306 of the Texas Government Code; (3) the applicable state program rules under Title 10, Part 1 of the Texas Administrative Code; (4) the Owner & Property Management Manual; (5) Part 1 of the Rental Assistance Contract attached as Exhibit 8 to the Cooperative Agreement; (6) Part II of the Rental Assistance Contract attached as Exhibit 9 to the Cooperative Agreement; (7) the Use Agreement; (8) Program Guidelines attached as Exhibit 5 to the Cooperative Agreement; (9) HUD Notice 2013-24 issued on August 23, 2013; (10) Section 811 of the Cranston-Gonzales National Affordable Housing Act [42 U.S.C. §8013(b)(3)(A)], as amended by the Frank Melville Supportive Housing Act of 2010 [Public Law 111-374]; (11) Consolidated and Further Continuing Appropriations Act of 2012 [Public Law 112-55]; (12) Notice of Funding Availability (NOFA) for Fiscal Year 2012 Section 811 Project Rental Assistance Program published on May 15, 2012 (13) Notice of Funding Availability (NOFA) for Fiscal Years 2013 Section 811 Project Rental Assistance Program published on March 4, 2014, and Technical Corrections to NOFA; and (14) all laws applicable to the Program.

Q. **Proposed Development** means the development proposes to be awarded funds or an allocation as part of a Multifamily direct loan application. The development will not house any of the 811 units under this Agreement.

R. **Rental Assistance Contract (RAC)** means the HUD contract (form HUD-92235-PRA and form HUD-92237-PRA) by and between TDHCA and the Owner of the Eligible Multifamily Property which sets forth additional terms, conditions and duties of the Parties with respect to the Eligible Multifamily Property and the Assisted Units.

S. **Rental Assistance Payments** means the payment made by TDHCA to Owner as provided in the Rental Assistance Contract. Where the Assisted Units are leased to an Eligible Tenant, the payment is the difference between the Contract Rent and the Tenant Rent. An additional payment is made to the Eligible Tenant when the Utility Allowance is greater than the Total Tenant Payment. A vacancy payment may be made to the Owner when an Assisted Units is vacant, in accordance with the RAC and other Program Requirements.
T. "Target Population" means the specific group or groups of Eligible Applicants and Eligible Tenants described in TDHCA's Inter-Agency Partnership Agreement who are intended to be solely served or to be prioritized under TDHCA's Program.

U. "Tenant Rent" means the rent as defined in 24 CFR Part 5.

V. "Total Tenant Payment" means the payment as defined in 24 CFR Part 5.

W. "Utility Allowance" means the Utility Allowance as defined in 24 CFR Part 5.

X. "Use Agreement" means an agreement by and between TDHCA and Owner in the form prescribed by HUD under Exhibit 10 of the Cooperative Agreement (form HUD-92238-PRA) encumbering the Eligible Multifamily Property with restrictions and guidelines under the Program for operating Assisted Units during a thirty (30) year period, to be recorded in the official public property records in the county where the Eligible Multifamily Property is located.

Section 3
OWNER'S OBLIGATIONS AND LIABILITIES

3.1 Legal Authority

A. Contractual Authority. Owner assures and guarantees TDHCA that Owner possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Owner has obligated itself to perform under this Agreement.

B. Signature Authority. The person(s) signing and executing this Agreement on behalf of Owner does hereby warrant and guarantee that he/she is duly authorized by Owner to execute this Agreement on behalf of Owner and to validly and legally bind Owner to all the terms, performances, and provisions of this Agreement.

Section 4
TDHCA OBLIGATIONS AND LIABILITIES

4.1 Program Funds TDHCA shall not disburse Program funds under this Agreement until and unless the actual receipt by TDHCA of adequate federal or state funds to meet TDHCA's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, TDHCA shall notify Owner in writing within a reasonable time after such fact is determined. In that event, this Agreement shall terminate and neither TDHCA nor Owner shall have any further rights or obligations hereunder.

4.2 TDHCA Point of Contact ("TDHCA POC")

A. Appointment. TDHCA will appoint a staff person as the point of contact responsible for receiving the Program referrals from the referral agents. The current TDHCA POC is Linda Perry and can be reached at linda.perry@tdhca.state.tx.us. Alternatively, call/contact (provide general contact information.)
B. **Responsibilities.** The TDHCA POC will maintain the waiting list for all Assisted Units within Eligible Multifamily Properties. The TDHCA POC is responsible for the various functions detailed in the Inter-Agency Partnership Agreement for the Program and is the main point of contact for Owner.

C. **Changes: New Appointment.** Should the TDHCA POC change, TDHCA will make reasonable attempts to notify the Parties of the change in TDHCA POC in accordance with the notice provision in Section 10.15 of this Agreement.

4.3 **Affirmative Marketing** TDHCA will be responsible for affirmatively marketing the Program to Eligible Applicants and will establish an affirmative fair housing marketing plan for its TDHCA Program which Owner will be required to follow when marketing Assisted Units.

Section 5

PERFORMANCE

5.1 **Use and Occupancy of Eligible Multifamily Property**

A. **Use of Eligible Multifamily Property.** During the Term of this Agreement, the Owner will commit to the Program a set aside for Eligible Applicants and make available for occupancy by Eligible Applicants on a continuous basis (10) Assisted Units under this Agreement and an additional (0) Assisted Units committed by development owners under the TDHCA Multifamily Housing Direct Loan Program Applications identified in the second paragraph of page one of this Agreement, for a total of (10) Assisted Units on the Eligible Multifamily Property.

1. Participating Developments will comply with 10 TAC §8.4.
2. The types (e.g., accessible) and the specific number of Assisted Units (e.g., units 101, 201, etc.) will be “floating” (flexible) depending on the needs of the Program and the availability of the Assisted Units on the Eligible Multifamily Property.

B. **Occupancy Requirements.**

1. Developments cannot exceed the integration requirements of 10 TAC §1.15 and 10 TAC §8.3(e). The maximum number of units a development can set aside (restrict), or have an occupancy preference for persons with disabilities, including Section 811 PRA units is twenty five percent (25%).
2. Owner is required to follow all applicable Program Requirements including but not limited to 10 TAC §8.7(d) and HUD Notice H 2013-24, Section 811 Project Rental Assistance (PRA) Occupancy Interim Notice.

C. **Use Agreements.** The Owner must execute the Use Agreement, as found in Exhibit 10 of the Cooperative Agreement, in accordance with 10 TAC §8.7(e).
5.2 Tenant Certifications, Reporting and Compliance

A. TRACS & EIV Systems. The Owner shall have appropriate software to access the Tenant Rental Assistance Certification System (TRACS) and the Enterprise Income Verification (EIV) System, in accordance with 10 TAC §8.7(f).

5.3 Tenant Selection and Screening

A. Target Population. TDHCA will screen Eligible Applicants for compliance with TDHCA’s Program Target Population criteria and do an initial screening for Program Requirements. The Inter-Agency Partnership Agreement describes the specific Target Population eligible for TDHCA’s Program. The Target Population can be revised with HUD approval.

B. Tenant Selection Plan. Upon the execution of this Agreement, the Owner will submit the Eligible Multifamily Property’s Tenant Selection Criteria, as defined by and in accordance with 10 TAC §10.610 (as amended), to TDHCA for approval. TDHCA will review the Tenant Selection Plan for compliance with existing Tenant Selection Criteria requirements and consistent with TDHCA’s Section 811 PRA Participant Selection Plan.

C. Tenant Eligibility and Selection. The Owner is responsible for ultimate eligibility and selection of an Eligible Tenant and will comply with 10 TAC §8.7(g). The TDHCA POC must be notified within three calendar days from when an applicant is notified that their application has been denied so that another Eligible Applicant can be referred.

5.4 Rental Assistance Contracts ("RAC")

A. Applicability. If requested by TDHCA, the Owner shall enter into a RAC. The Owner shall comply with 10 TAC §8.7(h) regarding Rental Assistance Contracts. When an Owner is sent a RAC by TDHCA, the Owner of the participating Eligible Multifamily Property must return the completed RAC to TDHCA, with original signatures within thirty (30) calendar days. Failure to return the RAC may subject the Owner to administrative penalties under 10 TAC 2.302.

B. Notice. TDHCA agrees to provide written notice to the Owner if and when it intends to enter into a RAC with the Owner. This notice will serve as the 811 application start date.

C. Termination. Although TDHCA has discretion to terminate a RAC due to good cause, an Owner cannot opt-out of a RAC. The RAC survives a foreclosure, assignment, sale in lieu of foreclosure, or sale of the Eligible Multifamily Property, to the extent allowed by law.

D. Foreclosure of Eligible Multifamily Property. Upon foreclosure, assignment, sale in lieu of foreclosure, or sale of the Eligible Multifamily Property, to the extent allowed by law:
1. The RAC shall be transferred to new owner by contractual agreement or by the
new owner’s consent to comply with the RAC, as applicable;

2. Rental Assistance Payments will continue uninterrupted in accordance with the
terms of the RAC; and

3. Voluntary and involuntary transfers or conveyances of property must adhere to
the ownership transfer process in 10 TAC §10.406, as amended, regarding
Ownership Transfer requests.

5.5 Advertising Materials. Upon the execution of this Agreement, the Owner must
provide materials for the purpose of advertising the Eligible Multifamily Property, including but
not limited to:

A. Depictions of the units including floor plans
B. Brochures
C. Tenant Selection Criteria
D. House Rules
E. Number and size of available units
F. Number of units with accessible features (including, but not limited to units designed to
meet Uniform Federal Accessibility Standards, the Fair Housing Act, or the Americans
with Disabilities Act)
G. Documentation on access to transportation and commercial facilities
H. Onsite amenities

5.6 Leasing Activities

A. Segregation of Assisted Units. The Owner will comply with 10 TAC § 8.7(j) and
must take actions or adopt procedures to ensure that the Assisted Units are not segregated
to one area of a building (such as on a particular floor or part of a floor in a building) or
in certain sections within the Eligible Multifamily Property.

B. Form of Lease. The Owner will use the HUD Section 811 PRA Model Lease
(HUD-92236-PRA), Exhibit 11 of the Cooperative Agreement, for all Eligible Families
once a RAC is signed. The initial lease will be for not less than one year.

C. Communication. Owners are required to document in writing all communication
between the Eligible Tenant and the Owner, or Owner-designated agent regarding
applications, notifications, evictions, complaints, non-renewals and move outs.

D. Lease Renewals and Changes. The Owner must notify TDHCA of renewals of
leases with Eligible Families and any changes to the terms of the lease.
5.7 Construction Standards, Accessibility, Inspections and Monitoring

A. Construction Standards. Upon execution of a RAC, the Eligible Multifamily Property shall be required to conform to Uniform Physical Conditions Standards (UPCS) which is a uniform national standard established by HUD for housing that is decent, safe, sanitary, and in good repair. The site, building exterior, building systems, dwelling units and common areas of the Eligible Multifamily Property, as more specifically described in 24 CFR §5.703 must be inspected in any physical inspection of the property.

B. Inspection. Prior to occupancy, the Eligible Tenant must be given the opportunity to be present for the move-in unit inspection.

C. Accessibility. Owner must ensure that the Eligible Multifamily Property will meet or exceed the accessibility requirements under (1) 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973; (2) the Fair Housing Act Design Manual, (3) Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189), as implemented by the U.S. Department of Justice regulations at 28 CFR Parts 35 and 36, and (4) the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100. However, Assisted Units can consist of a mix of accessible units for those persons with physical disabilities and non-accessible units for those persons without physical disabilities.

Section 6
RECORDS AND REPORTING

6.1 Retention and Accessibility of Records

A. Retention. Owner shall establish and maintain sufficient records at its regular place of business, as specified by TDHCA and in accordance with Program Requirements, including records that demonstrate that each Eligible Tenant and Eligible Family assisted with funds provided under this Agreement is income eligible in accordance with Program Requirements.

B. Accessibility. Owner agrees that TDHCA, HUD, the Auditor of the State of Texas, the United States General Accounting Office, the Comptroller of the United States, or any of their duly authorized representatives, shall have the right to access and to examine all books, accounts, records, reports, files, and other papers or property belonging to or in use by Owner pertaining to this Agreement. Owner agrees to maintain such records at its regular place of business.

C. Open Records. Owner acknowledges that TDHCA is subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) and Owner agrees that funds received from the TDHCA are subject to the Texas Public Information Act and the exceptions to disclosure as provided under the Texas Public Information Act.

6.2 Reporting Requirements Owner shall submit to TDHCA such reports on the operation and performance of this Agreement as may be required by TDHCA, including but not
limited to the reports specified in this section. Owner shall provide TDHCA with all reports necessary for TDHCA's compliance with 24 CFR Part 5, or any other federal or state law or regulation.

Section 7
AUDITS AND MONITORING

7.1 Audits, Uniform Administrative Requirements, Cost Principles, and Program Income

A. Uniform Administrative Requirements. Uniform administrative requirements, cost principles, and audit requirements are set forth in Program Regulations. The expenditure threshold requiring an audit is currently $750,000 of Federal funds, but may be adjusted in accordance with the Office of Management and Budget regulations.

B. Audit. TDHCA reserves the right to conduct additional audits of the funds received and performances rendered under this Agreement. Owner agrees to permit TDHCA or its authorized representative to audit Owner's records and to obtain any documents, materials, or information necessary to facilitate such audit in compliance with the requirements of the Single Audit Act.

C. Program Income. Owner must have sufficient knowledge and experience to identify and account for program income as defined in 24 CFR Part 85 or 2 CFR §200.80, as applicable. All program income including interest earned on any award supported activity (i.e. if it generates program income it has to be accounted for whether it is paid to Owner or TDHCA or is used for a program purposes without pass back to Owner or TDHCA) is subject to the terms and conditions of the original grant and such U. S. Treasury rules as may apply. TDHCA will document receipt of program income, both principal and interest, and how the funds were used.

Section 8
TERMINATION; EVENT OF DEFAULT

8.1 Termination; Release. If TDHCA determines, in its sole authority, that due to lack of demand over a period of time for the Eligible Multifamily Property by households interested in participating in the Program, if adequate funding is not available to meet the financial needs of the Assisted Units, or other good cause exists to terminate all or part of the Agreement, TDHCA will notify the Owner that they have been released from some or all of the obligations associated with the Program and, if applicable, file a release of the Use Agreement in the property records.

8.2 Event of Default. Any of the following are events of default under this Agreement:

A. Any material failure by Owner to comply with this Agreement or the Program Requirements.
B. Any material misrepresentation by Owner at any time which, if known by TDHCA, would have resulted in the Owner not being able to participate in the Program or the Program funds not being disbursed.

C. If the Owner’s corporate structure liquidates, terminates, dissolves, merges, consolidates or fails to maintain good standing in the State of Texas, and such is not cured prior to causing material harm to Owner’s ability to perform under the terms of this Agreement or in accordance with the Program Requirements.

8.3 Remedies If an event of default is not remedied by Owner, TDHCA may take any of the following actions:

A. Terminate this Agreement and may assume Owner’s rights and obligations under the RAC.

B. Temporarily suspend disbursing any Program funds to Owner.

C. Suspend any Program funds held by Owner.

D. Impose any special additional requirements or conditions on the Owner.

Section 9
CROSS-CUTTING FEDERAL REQUIREMENTS

Section 9.1 Environmental Laws and Regulations

A. Compliance with Laws and Regulations. Owner must comply with, as applicable, any federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Land or the Improvements, including without limitation, the following, as now or hereafter amended:

2. Insecticide Fungicide and Rodenticide Act (7 U.S.C.A. §136 et seq.);
8. Clean Air Act (42 U.S.C.A. §7401 et seq.) (“CAA”);
9. Federal Water Pollution Control Act and amendments (33 U.S.C.A. §1251 et seq.) ("Clean Water Act" or "CWA");
10. Any corresponding state laws or ordinances including but not limited to Chapter 26 of the Texas Water Code regarding Water Quality Control;
12. Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act (Chapter 363 of the Texas Health & Safety Code);
13. County Solid Waste Control Act (Chapter 364 of the Texas Health & Safety Code);
14. Texas Clean Air Act (Chapter 382 of the Texas Health & Safety Code);
15. Hazardous Communication Act (Chapter 302 of the Texas Health & Safety Code); and
16. Regulations, rules, guidelines, or standards promulgated pursuant to such laws, statute and regulations, as such statutes, regulations, rules, guidelines, and standards, as amended from time to time.

B. Environmental Review. The environmental effects of each activity carried out with funds provided under this Agreement must be assessed in accordance with the provisions of the Program Requirements, National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. §432 et. seq.). Each such activity must have an environmental review completed and support documentation prepared in accordance with 10 TAC §10.305 complying with the NEPA, including screening for vapor encroachment following American Society for Testing and Materials ("ASTM") 2600-10.

9.2 Lead-Based Paint Housing assisted with Program funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations Title X of the 1992 Housing and Community Development Act at 24 CFR Part 35, (including subparts A, B, J, K, M and R). Owner shall also comply with the Lead: Renovation, Repair, and Painting Program Final Rule, 40 CFR Part 745 and Response to Children with Environmental Intervention Blood Lead Levels. Failure to comply with the lead-based paint requirements may be subject to sanctions and penalties pursuant to 24 CFR §35.170.

9.3 Limited English Proficiency Owner shall comply with the requirements in Executive Order 13166 of August 11, 2000, reprinted at 65 FR 50121, August 16, 2000 Improving Access to Services for Persons with Limited English Proficiency and 67 FR 41455. To ensure compliance the Owner must take reasonable steps to insure that LEP persons have meaningful access to the program and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

9.4 Procurement of Recovered Materials Owner, its subrecipients, and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a
satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


9.6 Nondiscrimination, Fair Housing, Equal Access and Equal Opportunity

A. Equal Opportunity. The Owner agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1965, as amended, and its implementing regulations at 41 CFR Part 66.

B. Fair Housing Poster. The Owner is required to place a fair housing poster (HUD-928.1 and HUD-9281.A) provided by TDHCA in the leasing office, online, or anywhere else rental activities occur pursuant to 24 CFR §200.620(e). A copy of the poster in Spanish and in English can be found at http://www.tdhca.state.tx.us/section-811-pra/participating-agents.htm.

C. Nondiscrimination Laws. Owner shall ensure that no person shall, on the grounds of race, color, religion, sex, disability, familial status, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any Program or activity funded in whole or in part with funds provided under this Agreement. Owner shall follow Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.), the Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.) and its implementing regulations at 24 CFR Part 146, Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255) as implemented by U. S. Department of Justice at 28 CFR Parts 35 and 36, Section 527 of the National Housing Act (12 U.S.C. §1701z-22), the Equal Credit Opportunity Act (15 U.S.C. §1691 et seq.), the Equal Opportunity in Housing (Executive Order 11063 as amended by Executive Order 12259) and it implementing regulations at 24 CFR Part 107 and The Fair Housing Act (42 U.S.C. §3601 et seq.), as implemented by HUD at 24 CFR Part 100-115.

D. Affirmatively Furthering Fair Housing. By Owner’s execution of the Agreement and pursuant to Section 808(c)(5) of the Fair Housing Act, Owner agrees to use funds in a manner that follows the State of Texas’ “Analysis of Impediments” or “Assessment of Fair Housing”, as applicable and as amended, and will maintain records in this regard.

E. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Subpart J of 24 CFR Part 5 shall apply to the Assisted Units in Eligible Multifamily Properties
9.7 **Security of Confidential Information.**

A. **Systems Confidentiality Protocols.** Owner must undertake customary and industry standard efforts to ensure that the systems developed and utilized under this Agreement protect the confidentiality of every Eligible Applicants’ and Eligible Tenants’ personal and financial information, both electronic and paper, including credit reports, whether the information is received from the Eligible Applicants’, Tenants’ or from another source. Owner must undertake customary and industry standard efforts so that neither they nor their systems vendors disclose any Eligible Applicants’ or Tenants’ personal or financial information to any third party, except for authorized personnel in accordance with this Agreement.

B. **Protected Health Information.** If Owner collects or receives documentation for disability, medical records or any other medical information in the course of administering the Program, Owner shall comply with the Protected Health Information state and federal laws and regulations, as applicable, under 10 TAC §1.24, Chapter 181 of the Texas Health and Safety Code, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104–191, 110 Stat. 1936, enacted August 21, 1996), the HIPAA Privacy Rules (45 CFR Part 160 and Subparts A and E of 45 CFR Part 164). When accessing confidential information under this Program, Owner hereby acknowledges and further agrees to comply with the requirements under Interagency Data Use Agreement between TDHCA and the Texas Health and Human Services Agencies dated October 1, 2015, as amended.

9.8 **Prevention of Trafficking.** Owner and its contractors must comply with Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. §7104 et seq.). If Owner or its contractor or subcontractor engages in, or uses labor recruiters, brokers or other agents who engage in any of the prohibited activities under Section 106(g) of the Trafficking Victims Protection Act of 2000, TDHCA may terminate this Agreement and Owner hereby agrees and acknowledges that upon termination, Owner’s rights to any funds shall be terminated.

**Section 10**

**GENERAL PROVISIONS**

10.1 **Dispute Resolution; Conflict Management**

A. **Eligible Tenant Disputes.** The Owner or Owner’s representative is required to participate in a Dispute Resolution process, as required by HUD, to resolve an appeal of an Eligible Tenant dispute with the Owner.

B. **Agreement Disputes.** In accordance with Section 2306.082 of the Texas Government Code, it is the TDHCA’s policy to encourage the use of appropriate alternative dispute resolution procedures (“ADR”) under the Governmental Dispute Resolution Act and the Negotiated Rulemaking Act (Chapters 2009 and 2006 respectively, Texas Government Code), to assist in the fair and expeditious resolution of internal and external disputes involving the TDHCA and the use of negotiated rulemaking procedures for the adoption
of TDHCA rules. As described in Chapter 154 of the Civil Practices and Remedies Code, ADR procedures include mediation. Except as prohibited by TDHCA’s ex parte communications policy, TDHCA encourages informal communications between TDHCA staff and the Owner, to exchange information and informally resolve disputes. TDHCA also has administrative appeals processes to fairly and expeditiously resolve disputes. If at any time the Owner would like to engage TDHCA in an ADR procedure, the Owner may send a proposal to TDHCA’s Dispute Resolution Coordinator. For additional information on TDHCA’s ADR policy, see TDHCA’s Alternative Dispute Resolution and Negotiated Rulemaking at 10 TAC §1.17.

C. Conflict Management. The purpose of the Conflict Management process is to address any concerns that Owner or Owner’s agent or representative may have with an Eligible Family. At any time, an Eligible Family may choose to give consent to their Section 81 service coordinator to work directly with the property manager of the Eligible Multifamily Property. However, such consent cannot be made a condition of tenancy.

10.2 Faith Based Activities

None of the performances rendered by Owner under this Agreement shall involve, and no direct funds received by Owner under this Agreement shall be used in support of any explicitly religious activity, such as worship, religious instruction, or proselytization. Any explicitly religious activity engaged in by Owner must be separate in time or location from the programs or services supported under this Agreement.

10.3 Political Aid and Legislative Influence Prohibited

A. None of the funds provided under this Agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of the Developer from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Agreement may be used directly or indirectly to fund or support candidates for the legislative, executive, or judicial branches of government of the State of Texas or the government of the United States.

10.4 Certification Regarding Lobbying. Owner and each of its tiers shall comply with the restrictions on lobbying governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) by executing the Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements attached hereto as Addendum A and incorporated herein for all relevant purposes.

10.5 Compliance with Federal, State and Local Laws. Owners shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any
court or administrative body or tribunal related to the activities and performances of Owner under this Agreement including, but not limited to (i) the Program Requirements, (ii) the federal laws under Part B, "Grantee Requirements," of the Program Guidelines attached as Exhibit 5 of the Cooperative Agreement, (iii) Cross-Cutting Federal Requirements in Section 9 of this Agreement, (iv) the Environmental Laws and Regulations in Section 9.1 of this Agreement and (v) the Nondiscrimination, Fair Housing, Equal Access and Equal Opportunity laws in Section 9.6 of this Agreement.

10.6 Litigation and Claims

A. Notice. Owner shall give TDHCA immediate notice, in writing, of the occurrence of any of the following events:

1. any action, including any proceeding before an administrative agency, filed against Owner in connection with this Agreement; and

2. any claim against Owner, the cost and expense of which Owner may be entitled to be reimbursed by TDHCA.

B. Copies of Relevant Documents. Except as otherwise directed by TDHCA, Owner shall furnish immediately to TDHCA copies of all pertinent papers received by Owner with respect to such action or claim.

10.7 Oral and Written Agreements All oral and written agreements between the Parties to this Agreement relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

10.8 Assignment This Agreement is entered into by and between TDHCA and Owner. Accordingly, it is not assignable by Owner without the prior written consent and agreement of the TDHCA, which consent may be withheld in its sole discretion.

10.9 Severability If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be and remain in full force and effect and construed so as best to effectuate the intent of the Parties.

10.10 Time is of the Essence Time is of the essence with respect to Owner's compliance with all agreements, terms and obligations under this Agreement.

10.11 Force Majeure If the obligations, including construction or rehabilitation of the improvements, are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines,
embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

10.12 Changes and Amendments

A. Except as specifically provided otherwise in this Agreement or in the Program Requirements, any changes, additions, or deletions to the terms of this Agreement shall be in writing and executed by both Parties to this Agreement.

B. Any changes, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law, or regulations, are automatically incorporated into this Agreement without the requirement of a written amendment hereto, and shall become effective on the date designated by such law or regulation.

10.13 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.14 Facsimile Signatures

A. Signed signature pages may be transmitted by facsimile or electronic transmission, and any such signature shall have the same legal effect as an original. An executed facsimile or email copy will be sufficient to evidence the Parties' agreement to any amendment, revision or change to this Agreement if it is made on a form provided by the TDHCA. If any party returns a copy by facsimile machine, the signing party intends the copy of its authorized signature printed by the receiving machine to be its original signature. If any party returns a copy by email, the signing party intends the copy of its authorized signature emailed to the receiving email to be its original signature.

B. A facsimile or electronic copy executed by both Parties will be sufficient to evidence the Parties agreement to any amendment, revision or change to this Agreement. If any Party returns this copy by facsimile machine or electronically, the signing party intends the copy of its authorized signature printed by the receiving machine, or the electronic copy, to be its original signature.

10.15 Notice

A. If notice is provided concerning this Agreement, notice may be given at the following (herein referred to as "Notice Address"): 

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1. As to TDHCA:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas  78711-3941
Attention: Spencer Duran
Telephone: (512) 475-1784
Fax: (512) 475-3935

2. As to Owner:

DWR Somerset 18 LP
_c/o DWR Development Group, LLC

Attention: Donna Rickenbacker
Telephone: (713) 560-0068
E-mail address: Donna@MarqueConsultants.com

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 10.15.

10.16 **Number; Gender**  Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

10.17 **Venue and Jurisdiction**  This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any litigation regarding this Agreement shall be fixed in any court of competent jurisdiction in Travis County, Texas; provided, however, the foregoing shall not be construed as a waiver by either party of sovereign immunity, official immunity or any other immunity or defense provided by law.

10.18 **Third Party Rights**  Nothing in this Agreement shall be construed as creating any right or any third party to enforce any provision of the Agreement, or to assert any claim against HUD or TDHCA.

10.19 **Limitation on Abortion Funding**  Pursuant to Section 625 of Article IX of SB 1, 85th Legislature, Regular Session (2017) ("General Appropriations Act"), to the extent allowed by federal and state law, money appropriated by the General Appropriations Act for state fiscal years 2018 and 2019 may not be distributed to any individual or entity that, during the period for which funds under this General Appropriations Act are appropriated:

A. Performs an abortion procedure that is not reimbursable under the State's Medicaid program;

B. Is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program; or
C. Is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the State’s Medicaid program. This limitation on funding does not apply to a hospital licensed under Chapter 241 of the Health & Safety Code, a State hospital, a State-owned teaching hospital, a teaching hospital, a residency program accredited for medical education, or an office exempt under Section 254.004(2) of the Health and Safety Code.

By execution of this Agreement, the Owner certifies that the individual or business entity named in this Agreement, as a condition of receipt of any appropriated funds, is not ineligible to receive funds appropriated under the General Appropriations Act, and that it will not utilize appropriated funds in any way contrary to this Section 10.19 during the Term of this Agreement. Owner further acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the dates written below.

TDHCA:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: [Signature]

Name: Timothy V. Irvine

Its duly authorized officer or representative

Date: September 10, 2018

OWNER:

DWI Somerset 18 LP

(ENTITY NAME)

Texas limited partnership

(ENTITY TYPE)

By: Donna Rickenbacker

Name: Donna Rickenbacker

Date: 8/20/18

Title: Managing Member of General Partner
The undersigned hereby certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of its knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
OWNER:

DWR Somerset 18 LP, a Texas limited partnership

By: DWR Somerset GP LLC, a TX Limited Liability Company
    its General Partner

By: [Signature]
Name: Donna Rickenbacker
Title: Sole Member of Managing Member of General Partner

Date: August 20, 2018
ADDENDUM B
Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645 (a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the U. S. Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, U. S. Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:
   (1) The dangers of drug abuse in the workplace;
   (2) The grantee’s policy of maintaining a drug-free workplace;
   (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
   (1) Abide by the terms of the statement; and
   (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):
1. 8506 Hempstead Rd, Houston, Texas 77008
2. 
3. 
4. 

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Owner does not identify the workplaces at the time of application, or upon award, if there is no application, the Owner must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Owner’s drug-free workplace requirements.

If it is later determined that Owner knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, TDHCA, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

OWNER:

DWR Somerset 18 LP, a Texas limited partnership

By: DWR Somerset GP LLC, a TX Limited Liability Company
By: ____________________________
Name: Donna Rickenbacker
Title: sole Member of Managing Member of General Partner
Date: August 20, 2018
AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
DWR SOMERSET 18 LP, A TEXAS LIMITED PARTNERSHIP
OCTOBER 23, 2018

GENERAL PARTNER:  DWR Somerset GP, LLC
6300 West Loop South
Suite 670
Bellaire, Texas 77401

LIMITED PARTNER:  NEF Assignment Corporation, as nominee
10 South Riverside Plaza
Suite 1700
Chicago, Illinois 60606

Partnership’s FEIN:  38-4066184
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Appendix I - Projections

Exhibit A – Purchase Option and Right of First Refusal

Exhibit B – Form of Final Lien Waiver and Release

Exhibit C – Form of General Partner Certification

Exhibit D – Development Fee Agreement

Exhibit E – Guaranty
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

DWR SOMERSET 18 LP,

a Texas limited partnership

October 23, 2018

This Amended and Restated Limited Partnership Agreement (this “Partnership Agreement”) of DWR Somerset 18 LP, a Texas limited partnership (the “Partnership”), dated and effective as of the date first set forth above, is entered into by and between DWR Somerset GP, LLC, a Texas limited liability company (the “General Partner”), and NEF Assignment Corporation, as nominee, an Illinois not-for-profit corporation (the “Limited Partner”).

RECITALS

In this Partnership Agreement, terms in initial capital letters that are not defined elsewhere shall have the meanings given to them in Article 1.

The Partnership was formed as a limited partnership under the Act pursuant to the Certificate of Limited Partnership and the Initial Agreement. The purposes of this Partnership Agreement are to (i) provide for the organization and continuation of the Partnership, (ii) provide for the admission of NEF Assignment Corporation, as nominee, as the Limited Partner, (iii) provide for the withdrawal of the Initial Limited Partner as a partner, and (iv) set forth more fully the rights, obligations, and duties of the Partners (as hereinafter defined).

Accordingly, it is agreed that the Initial Agreement is hereby amended and restated in its entirety by this Partnership Agreement.

ARTICLE 1: DEFINITIONS

The capitalized words and phrases used in this Partnership Agreement shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

“10% Test” means the determination, made in accordance with Section 42(h)(1)(E) of the Code, that the Partnership’s basis in the Project is greater than ten percent (10%) of the Partnership’s reasonably expected basis in the Project as of the end of the second calendar year following the calendar year in which the Partnership receives an allocation of Tax Credits for the Project by the State Housing Finance Agency.

“Accountant” means Novogradac or such certified public accountant as is selected by the General Partner with the prior written approval of the Limited Partner or identified by the Limited Partner pursuant to Section 8.6.3 herein.
“Second Installment” has the meaning set forth in Section 3.2.2 of this Partnership Agreement.

“Section 163(j)(7)(B) Election” means the election made by the Partnership under Section 163(j)(7)(B) of the Code to allow the Partnership to take interests deductions, as reflected in the Projections.

“Section 811 Participation Agreement” means that certain Section 811 Project Rental Assistance Program Owner Participation Agreement, dated August 20, 2018, entered into by and between the Partnership and the THDCA for participation in the THDCA Section 811 Project Rental Assistance Program.

“Section 811 Program” means the Section 811 Supportive Housing for Persons with Disabilities program, which is a HUD supportive housing program that assists the lowest income people with significant and long-term disabilities to live independently in the community by providing affordable housing linked with voluntary services and supports.

“Section 811 RAC” means a Section 811 Rental Assistance Contract, that when and if it is executed between the Partnership and TDHCA, TDHCA will provided rental assistance for the Section 811 Units (subject to continued HUD appropriations and no changes in or termination of the Section 811 Program) for up to ten (10) units, as agreed to in the Section 811 Participation Agreement.

“Section 811 Units” means, if required, up to ten (10) Residential Units that will be set aside and operated under the Section 811 Program, but in no event shall there be more than ten (10) Section 811 units.

“Sponsor” means DWR Development Group, LLC, a Texas limited liability company.

“Stabilized Occupancy” means the date upon which all of the following conditions are satisfied: (a) after Construction Completion, at least 90% of the Residential Units have been occupied for a period of three (3) consecutive months; and (b) the Gross Cash Receipts for any three (3) consecutive calendar months after Construction Completion from those Residential Units collectively equal or exceed an amount sufficient to yield a Debt Service Coverage Ratio of not less than 1.15 during each month of such three (3) consecutive month period based upon the Operational Costs of the Partnership and the required monthly payment of principal and interest provided for under the draft Permanent Loan Documents.

“State Housing Finance Agency” means the TDHCA, which is the agency controlling the allocation of Tax Credits and administering the Tax Credits for the Project State.

“Subordinate Cash Flow Lender” means those lenders, together with any successors or assigns in such capacity, reasonably acceptable to the Limited Partner, that are expected to make the Subordinate Cash Flow Loan.

“Subordinate Cash Flow Loan” means those loans expected to be made from the following lenders in the amounts set forth after their names, which do not have any required payments from Gross Cash Receipts:*
6.2.36 File or cause to be filed on behalf of the Partnership a voluntary petition in bankruptcy or a petition or answer seeking a reorganization, liquidation, dissolution or similar relief under any statute, law, rule, or regulation;

6.2.37 Cause the conversion, merger, or consolidation of the Partnership into or with another entity; and

6.2.38 Commit any additional Residential Units under the Section 811 Program other than the Section 811 Units in excess of those committed pursuant to the 2018 Tax Credit Application.

The Limited Partner may specify conditions for its review of any matter requiring Limited Partner consent hereunder, including without limitation payment of fees to the Limited Partner and reimbursement of third party costs related to such review.

Section 6.3 Representations, Warranties and Covenants of the General Partner.
As an inducement to the Limited Partner to enter into this Partnership Agreement, and in addition to the representations, warranties, and covenants set forth elsewhere in this Partnership Agreement, each of the General Partners (if there is more than one) hereby makes the following representations, warranties, and covenants to and with the Limited Partner. All of the representations and warranties are deemed given as of the date hereof and as of every date thereafter throughout the term of the Partnership’s existence and may be relied upon by counsel to the Limited Partner in connection with the Limited Partner’s investment in the Partnership. In addition, the General Partners (if there is more than one) hereby agree that all of the representations, warranties, and covenants made herein may be relied upon by the Limited Partner’s tax counsel in rendering its tax opinion to the Limited Partner. The General Partner shall fully comply with and abide by all of these covenants at all times throughout the term of the Partnership’s existence.

6.3.1 The Partnership has received an allocation or a reservation (and has or will timely comply with all requirements necessary to receive an allocation) of Tax Credits in an amount that will deliver no less than the Projected Tax Credits to the Limited Partner, and will timely comply with all requirements set forth in the Carryover Allocation Agreement and the QAP (to the extent applicable);

6.3.2 At all times following the completion of the contemplated improvements to the Project Property, the General Partner shall operate the Project Property in order to qualify One Hundred Twenty (120) of the Residential Units in the Project Property for the Tax Credit with one-hundred percent (100%) of the tenants thereof qualifying under the appropriate income and rent restrictions of Section 42 of the Code as the same may be modified pursuant to the Extended Use Agreement (assuming no repeal or amendment of Section 42 of the Code renders such qualification impracticable), and in all other respects shall comply with the provision of Section 42 of the Code;

6.3.3 To the best of the General Partner’s knowledge after due inquiry, and except as otherwise disclosed and certified in writing to the Limited Partner prior to the date of this Partnership Agreement, there are no actions, suits, or proceedings pending
12.12.2 **Removal for Cause.** The General Partner, by the execution hereof, hereby irrevocably constitutes and appoints the Limited Partner its true and lawful attorney-in-fact, with full power and authority in its name, place, and stead, to execute and acknowledge under oath, swear to, and, if necessary, deliver, file, and record at the appropriate public offices such documents as may be required by law to carry out the provisions of Section 10.6 of this Partnership Agreement, including without limitation:

(i) all certificates and other instruments, including any certificate of limited partnership and any amendment thereto, that are required to remove the General Partner from its role as general partner and replace it with a substitute general partner;

(ii) all amendments to this Partnership Agreement required to remove the General Partner from its role as general partner and replace it with a substitute general partner; and

(iii) all other certificates, documents, amendments, and instruments required to effectuate the provisions of Section 10.6 hereof.

The appointment by the General Partner of the Limited Partner as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under this Partnership Agreement will be relying upon the power of the Limited Partner to act as contemplated by Section 10.6 hereof in any filing and other action by it on behalf of the Partnership. The foregoing power of attorney shall survive the dissolution and termination of the General Partner or the assignment by the General Partner of the whole or any part of its interest hereunder.

**Section 12.13 Third-Party Beneficiary.** The parties hereto hereby acknowledge and agree that the Asset Manager is a third-party beneficiary of this Partnership Agreement.

[Remainder of this page intentionally left blank.]
The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

<table>
<thead>
<tr>
<th>GENERAL PARTNER:</th>
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<tbody>
<tr>
<td><strong>DWR SOMERSET GP, LLC</strong>, a Texas limited liability company,</td>
</tr>
<tr>
<td>By: DWR Development Group, LLC, a Texas limited liability company, its sole member</td>
</tr>
<tr>
<td>By: [Signature]</td>
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<tr>
<td>Donna W. Rickenbacker, Manager</td>
</tr>
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<tr>
<th>LIMITED PARTNER:</th>
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<tbody>
<tr>
<td><strong>NEF ASSIGNMENT CORPORATION</strong>, an Illinois not-for-profit corporation, as nominee</td>
</tr>
<tr>
<td>By: [signature]</td>
</tr>
<tr>
<td>Name: [Name]</td>
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<tr>
<td>Its: [Its]</td>
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<tr>
<th>INITIAL LIMITED PARTNER:</th>
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<tbody>
<tr>
<td><strong>DONNA W. RICKENBACKER</strong>, an individual</td>
</tr>
<tr>
<td>[Signature]</td>
</tr>
<tr>
<td>Donna W. Rickenbacker, an individual</td>
</tr>
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The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

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<tr>
<td>By: ____________________</td>
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</tr>
<tr>
<td>By: ____________________</td>
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<tr>
<td>Name: Judy Schneider</td>
</tr>
<tr>
<td>Its: Senior Vice President</td>
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<th>INITIAL LIMITED PARTNER:</th>
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<td><strong>DONNA W. RICKENBACKER</strong>, an individual</td>
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<tr>
<td>Donna W. Rickenbacker, an individual</td>
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CREDIT SUPPORT AND FUNDING AGREEMENT
(CONSTRUCTION TO PERMANENT)

BY

AND

BETWEEN

DWR SOMERSET 18 LP
as "Borrower"

AND

CAPITAL ONE, NATIONAL ASSOCIATION
as "Bank"

DATED OCTOBER 23, 2018
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CREDIT SUPPORT AND FUNDING AGREEMENT

This Credit Support and Funding Agreement (this "Agreement") is dated as of October 23, 2018, by and between DWR SOMERSET 18 LP, a Texas limited partnership ("Borrower"), having its address at 6300 West Loop South, Suite 670, Bellaire, Texas 77401, and CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association ("Bank"), and having its address at 299 Park Avenue, 14th Floor, New York, New York 10171, Attention: Edward J. Santos.

In consideration of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, Bank and Borrower agree as follows:

I. DEFINITIONS

1.1 Definitions and Reference Terms. In addition to any other terms defined herein, the following terms shall have the meanings set forth with respect thereto:

Act: United States Housing Act of 1937, as amended from time to time, and any successor legislation.

Adjusted Expenses: For the applicable period, the greater of (A) an amount equal to underwritten expenses of $5,149.00 per unit per year, or (B) all costs, debts and underwritten expenses of any type incurred, on an accrual basis, incident to the equipping, financing, ownership and operation of the Premises and the Borrower, on an annualized basis, which costs shall include, but not be limited to, taxes or payments in lieu of taxes, insurance costs, assessments, audit expenses, the funding of any reserve fund for replacement deposits required under the Loan or the Partnership Agreement, compliance costs as required by the Credit Agency, payment of the management agent’s fees, any other Borrower loans or obligations not paid out of NOI, the costs of capital improvements to the Premises incurred after Substantial Completion (which capital improvements are not funded from any Borrower reserves, casualty or condemnation proceeds, the Loan, Capital Contributions or the proceeds of any capital transactions) and a ratable portion of the annual amount of those seasonal and/or periodic expenses (such as water and sewer charges, utilities and maintenance expenses which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation).

Adjusted Income: For the applicable period, the lesser of underwritten ($8,965.00 per unit) or all cash actually received by the Borrower on a cash basis from the normal operation of the Premises during such period of time (taking into account the greater of the actual vacancy rate or an assumed 7% vacancy rate (inclusive of collection loss)) and including, if applicable, public subsidy payments due and payable for
Section 811 Rental Assistance Contract shall only be effective once the Section 811 Rental Assistance Contract is executed or once it is issued, and shall relate to the foregoing).

Section 811 Units: Up to a maximum of 10 units in the Improvements that are to be set aside and operated under the Section 811 Program in accordance with the Section 811 Program Requirements, if required. Bank acknowledges that the Borrower will not commit any additional units to the Section 811 Program in excess of those committed pursuant to the 2018 tax credit application.

Section 811 Use Agreement: HUD Form 92238-PRA which will be entered into between Borrower and the Credit Agency which encumbers the Premises with certain restrictions and guidelines as provided therein. The Section 811 Use Agreement shall be issued before the Section 811 Rental Assistance Contract and as required by the Credit Agency when the Credit Agency has members of the target population who are interested in leasing a unit in the Improvements (references in this Agreement to the Section 811 Use Agreement shall only be effective once the Section 811 Use Agreement is executed or once it is issued, and shall relate to the foregoing).

Site Work: That portion of the work done for the construction and development of the Improvements, which relates to earthwork, site utilities, and concrete work.

Stored Materials: Shall have the meaning given that term in Section 4.1(cc)(i).

Subordinate Loans means, collectively, the City Funded Loan and the Column Loan. The Subordinate Loans will include the AHP Loan if the AHP Loan closes as provided for in Section 2.15.

Subordinate Loan Documents means, collectively, the City Funded Loan Documents and the Column Loan Documents. The Subordinate Loan Documents will include the AHP Loan Documents if the AHP Loan closes as provided for in Section 2.15.

Substantial Completion: The completion of the construction and equipping of the Improvements free and clear of all liens other than Permitted Exceptions in substantial accordance with the Plans in all material respects and otherwise to the reasonable satisfaction of Bank and the Bank’s construction consultant, except for such defects or departures which do not, in the opinion of the Bank’s construction consultant, adversely affect either the value of the work in place or the full utilization of the applicable portion of the Improvements for which it is
and confirmatory soil samples shall be collected to confirm that impacted soil has been removed from the Premises as evidenced by such third party reports that may be reasonably required by Bank.

(II) Water Wells. Without limiting any other term of this Agreement or any other Loan Documents, water wells, if any, located on the Premises shall be used for irrigation and monitoring or abandoned by Borrower in accordance with all applicable Requirements of Law.

(mm) Debris and Above-Ground Storage Tanks. All debris, drums, containers and above-ground storage tanks on the Premises, if any, shall be disposed by Borrower at an offsite facility in accordance with all applicable Requirements of Law.

(nn) Equity Funding. Investor Limited Partner is responsible for funding the Capital Contributions. If, after the Closing Date, the Investor Limited Partner transfers any of the Investor Limited Partner's percentage interest in the Borrower other than to the Bank or an Affiliate thereof, the Investor Limited Partner shall provide Bank with the identity of all partners or members of the entity (the "Fund") to which the Investor Limited Partner's percentage interests were transferred. All information received in connection with the foregoing shall be kept confidential by Bank. If prior to the earlier to occur of (i) the full and final payment of the Loan or (ii) the payment in full of the Capital Contribution, subject to any adjusters, in the Partnership Agreement, any partner or member in the Fund is substituted for any one or more other Persons, the Investor Limited Partner shall promptly notify Bank in writing of the substitution. The Investor Limited Partner (or another subsidiary or affiliate of National Equity Fund, Inc.) shall in any event be the general partner (or manager, if applicable) of the Fund. The partners or members owning in the aggregate not less than 75% of the ownership interests in the Fund will be investment grade (defined as BBB- or better rated by S&P or similar rating agency) financial institutions or corporations, or wholly-owned subsidiaries of such entities, or otherwise approved by Bank in writing.

(oo) Project Account. Borrower shall maintain Bank as its principal but not only depository bank for project accounts related to the Premises.

(pp) Section 811. Borrower agrees to perform and fully comply with all agreements, covenants, terms, and conditions imposed on or assumed by Borrower under the Section 811 Certification, the Section 811 Participation Agreement, the Section 811 Rental Assistance Contract (once issued as required by the Credit Agency when the Credit Agency has members of the target population who are interested in leasing a unit in the Improvements), the Section 811 Use Agreement (once issued as
required by the Credit Agency when the Credit Agency has members of the target population who are interested in leasing a unit in the Improvements), the Section 811 Program Requirements, or otherwise for maintaining the designated Section 811 Units as eligible for rental assistance under the Section 811 Program. Bank acknowledges that Borrower will not commit any additional units to the Section 811 Program in excess of the ten (10) units committed pursuant to the 2018 tax credit application.

4.2 Assignment of Plans. As additional security for the payment of the Note, Borrower hereby transfers and assigns, and grants a security interest, to Bank all of Borrower’s rights and interest in and to the Plans and all design contracts (collectively, referred to in this Section as the “Plans”) and hereby represents and warrants to and agrees with Bank as follows:

(a) The Plans delivered to Bank are a complete and accurate description of the Plans. The Plans have been heretofore approved in writing by, as applicable and if required by, the Investor Limited Partner and the applicable Governmental Authorities. No other approval of the Plans is required by any other Person under Partnership Agreement, a Subordinate Loan Document, or otherwise.

(b) To Borrower’s knowledge, the Plans are complete and adequate for the construction of the Improvements and there have been no modifications thereof. The Plans shall not be materially modified in any material respect without the prior written consent of Bank (except for change orders permitted under this Agreement, including without limitation, Section 4.1(c) hereof), such consent not to be unreasonably delayed, withheld, or conditioned.

(c) Bank may use the Plans for their intended purpose related to the Improvements, including, but not limited to, inspections of construction and the completion of the Improvements.

(d) Bank’s acceptance of this assignment shall not constitute approval of the Plans by Bank. Notwithstanding anything herein to the contrary, Bank has no liability or obligation whatsoever in connection with the Plans and no responsibility for the adequacy thereof or for the construction of the Improvements contemplated by the Plans. Bank has no duty to inspect the Improvements, and, if Bank should inspect the Improvements, Bank shall have no liability or obligation to Borrower arising out of such inspection. No such inspection nor any failure by Bank to make objections after any such inspection shall constitute a representation by Bank that the Improvements are in accordance with the Plans nor shall any such matter constitute a waiver of Bank’s right.
Borrower opens an account, if Borrower is an individual, Bank will ask for Borrower’s name, taxpayer identification number, residential address, date of birth, and other information that will allow Bank to identify Borrower, and, if Borrower is not an individual, Bank will ask for Borrower’s name, taxpayer identification number, business address, and other information that will allow Bank to identify Borrower. Bank may also ask, if Borrower is an individual, to see Borrower’s driver’s license or other identifying documents, and, if Borrower is not an individual, to see Borrower’s legal organizational documents or other identifying documents.

Without limiting the foregoing, Bank hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Bank to identify the Borrower in accordance with the Act.

8.30 WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BORROWER NOR BANK, SHALL ASSERT, AND HEREBY WAIVE, ANY CLAIM AGAINST THE OTHER, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

8.31 LIMIT TO INDEMNIFICATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN OR IN ANY OF THE OTHER LOAN DOCUMENTS, NO INDEMNITY OBLIGATION OF BORROWER SET FORTH IN ANY LOAN DOCUMENT SHALL EXTEND TO OR BE ENFORCEABLE AGAINST ANY OF THE PARTNERS OF BORROWER IN THEIR OWN CAPACITY (OTHER THAN AN ENTITY GUARANTOR).

8.32 Termination of Agreement. Upon the full and complete satisfaction or waiver on or before the Conversion Deadline of all terms and conditions of Section 6.7 of this Agreement, Bank shall promptly deliver to the Borrower the Conversion Certificate. This Agreement shall terminate upon the Conversion Date and the delivery of the Conversion Certificate; provided that all other Loan Documents shall remain in full force and effect except for those Loan Documents which will terminate by their terms upon the delivery of the Conversion Certificate (and all references in the other Loan Documents which will not terminate on the Conversion Date to defined terms in this Agreement shall still be applicable to those terms as defined in this Agreement, notwithstanding the termination of this Agreement).
In Witness Whereof, the parties have duly executed this Agreement under seal as of the day and year first above written.

"BORROWER"

DWR SOMERSET 18 LP, a Texas limited partnership

By: DWR Somerset GP LLC, a Texas limited liability company, its general partner

By: DWR Development Group, LLC, a Texas limited liability company, its sole member

By: Donna W. Rickenbacker, Manager

[SIGNATURE PAGE OF CREDIT SUPPORT AND FUNDING AGREEMENT]
"BANK"

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association

By: ______________________

Benjamin Glispie, Capital Officer

[SIGNATURE PAGE OF CREDIT SUPPORT AND FUNDING AGREEMENT]
1. At-Risk Set-Aside (Competitive HTC Applications Only) [§11.5(3)]

**Qualification:** Must meet the requirements of an At-Risk Development in §11.5(3) of the Qualified Allocation Plan. Documentation must be submitted behind this tab showing that the Development meets the requirements of Texas Government Code §2306.6702(a)(5) and §11.5(3) of the 2019 Qualified Allocation Plan.

**PART A:** DOCUMENTATION MUST SHOW THAT THE SUBSIDY OR BENEFIT IS FROM ONE OF THE FOLLOWING:
- Section 9, U.S. Housing Act of 1937 (42 U.S.C. Section 1437g)
- Sections 236, National Housing Act (12 U.S.C. Section 1715z-1)
- Section 202, Housing Act of 1959 (12 U.S.C. Section 1701q)
- Section 101, Housing and Urban Development Act of 1965 (12 U.S.C. Section 1701s)
- The Section 8 Additional Assistance Program for housing developments with HUD-Insured and HUD-Held Mortgages administered by the U.S. Department of Housing and Urban Development as specified in 24 CFR Part 886, Subpart A.
- The Section 8 Housing Assistance Program for the Disposition of HUD-Owned Projects administered by the U.S. Department of Housing and Urban Development as specified by 24 CFR Part 886, Subpart C.
- Sections 514, 515, and 516, Housing Act of 1949 (42 U.S.C. Sections 1484, 1485 and 1486)
- Section 42, of the Internal Revenue Code of 1986 (26 U.S.C. Section 42)

**PART B:** DOCUMENTATION MUST SHOW THAT THE APPLICATION PROPOSES TO REHABILITATE OR RECONSTRUCT HOUSING UNITS THAT:
- Are owned by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code and receive assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g); OR
- Received assistance under Section 9, United States Housing Act of 1937 (42 U.S.C. Section 1437g) AND
- Are proposed to be disposed of or demolished by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
- Were disposed of or demolished within the 2 years preceding the application by a public housing authority or a public facility corporation created by a public housing authority under Chapter 303, Local Government Code; OR
- Receive assistance or will receive assistance through the Rental Assistance Demonstration (RAD) program of HUD as specified by the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. No. 112-55) and its subsequent amendments, if the application for assistance through RAD is included in the applicable public housing authority's plan that was most recently approved by HUD as specified by 24 C.F.R. Section 903.23.

**PART C:** THE APPLICATION PROPOSES RELOCATION OF EXISTING UNITS IN AN OTHERWISE QUALIFYING AT-RISK DEVELOPMENT AND DOCUMENTATION MUST SHOW THAT:
- The affordability restrictions and any At-Risk eligible subsidies are approved to be transferred with the Units proposed for Rehabilitation or Reconstruction prior to the tax credit Carryover deadline; AND
- The Application proposes the same number of restricted units; AND EITHER

2/28/2019
2/28/2019

PART D: REGULATORY BARRIERS NECESSITATE ELIMINATION OF ALL OR A PORTION OF THE FINANCIAL BENEFIT FOR THE DEVELOPMENT, AND:

- Evidence of the legal requirements that will unambiguously cause the loss of affordability is included.

- Development qualifies under §2306.6702(a)(5)(B); AND
  - No less than 25 percent of the proposed Units are public housing units supported by public housing operating subsidy, AND
  - Less than 100 percent of the public housing benefits are being transferred to the proposed Development and the Application includes an explanation of the disposition of the remaining public housing benefits along with a copy of the HUD-approved plan for demolition and disposition.

PART E: THE PROPOSED DEVELOPMENT IS ELIGIBLE TO REQUEST A QUALIFIED CONTRACT UNDER §42, AND THE APPLICATION INCLUDES:

- A copy of the recorded LURA and the first years' IRS Forms 8609 for all buildings showing Part II of the form completed; AND
- If applicable, documentation from the original application regarding the right of first refusal.

Applications proposing the demolition and Reconstruction of Units will be considered New Construction.

2. Existing Development Assistance On Housing Rehabilitation Activities

Part A.
The existing Property is expected to have or continue the following benefit: ____

Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

- A copy of the contract or agreement securing the funds identified above is provided behind this form.
  
  The source of funds is:
  
  The annual amount of funds is:
  
  The number of units receiving assistance:
  
  The term of the contract or agreement is (date):

  The expiration of the contract or agreement is (date):

Part B. Acquisition Of Existing Buildings (applicable only to HTC applications with Acquisition credits requested)

Date of the most recent sale or transfer of the building(s):

In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building's adjusted basis? ____

Was the building occupied at any time during the last ten years? ____

Was the building occupied or suitable for occupancy at the time of purchase? ____

Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule? ____

If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.

If “No”, does the property qualify for a waiver under §42(d)(6)? ____

If “Yes”, provide the waiver and/or other documentation.

How many buildings will be acquired for the Development?
**Existing Development Assistance (continued)**

Are all the buildings currently under control by the Development Owner? 

If “No”, how many buildings are under control by the Development Owner? 

When will the remaining buildings be under control?

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
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Provide the information listed below concerning the acquisition of building(s) for the Development:

1. Building(s) acquired or to be acquired from:  
   - Related Party  
   - Unrelated Party  

2. Building(s) acquired or to be acquired with Buyer’s Basis:  
   - Determined with reference to Seller’s Basis  
   - Not Determined with reference to Seller’s Basis

List below by building address, the date the building was placed in service (PIS), the date the building was or is planned for acquisition, and the number of years between the date the building was placed in service and acquisition. Attach separate sheet(s) with additional information if necessary.

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building</th>
<th>Proposed</th>
<th>Years between PIS &amp;</th>
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3. **Lead Based Paint (Section 811 PRA and Direct Loan Applications Only)**

Development constructed before January 1, 1978

If yes, check each of the following that applies [24 CFR 35.115]:

- Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

- The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

- Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

- An inspection performed according to HUD standards found the property contained no lead-based paint.

- According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

- The rehabilitation will not disturb any painted surface.

- The property has no bedrooms.

- The property is currently vacant and will remain vacant until demolition.
Occupied Developments

Pursuant to §11.204(8)(G) of the QAP, for any Application where any structure on the Development Site is occupied at any time after the beginning of the Application Acceptance Period, even if demolition is proposed, the following items must be provided:

☐ Historical monthly operating statements of the Development for twelve (12) consecutive months ending no more than three (3) months from the first day of the Application Acceptance Period; or
☐ The two (2) most recent consecutive annual operating statement summaries; or
☐ The most recent consecutive six (6) months of operating statements and the most recent available annual operating summary; and
☐ All monthly or annual operating summaries, if applicable.

☐ UPLOAD SEPARATELY FROM THE APPLICATION, a rent roll not more than six (6) months old as of the first day of the Application Acceptance Period that discloses the terms and rate of the lease, rental rates offered at the date of the rent roll, Unit mix, and tenant names or vacancy; and
☐ A written explanation of the process used to notify and consult with the tenants in preparing the Application; (§2306.6705(6)); and
☐ If applicable, evidence that the relocation plan has been submitted to the appropriate legal or governmental agency. (§2306.6705(6)); and
☐ A relocation plan outlining relocation requirements and a budget with an identified funding source that clearly describes relocation process, actions, and costs to the displaced and those not (§2306.6705(6)).
☐ Optional, but only available to developments with no Direct Loan funds. The current property owner is unwilling to provide one or more of the required documents above, and a signed statement from the Applicant attesting to that fact is submitted behind this tab.

Uniform Relocation Act (URA) Applicability for Direct Loan Applications

NOTE: The Department's Section 811 PRA program is designed such that HUD-determined URA generally does not apply.

☐ Application includes a request for Direct Loan funding. If yes, General Information Notice templates and the Voluntary Acquisition Notification can be found here:
   https://www.tdhca.state.tx.us/program-services/ura/relocation.htm
   (if not, you may skip the remainder of this section)

Each of the following items, as applicable, is provided behind this tab:

☐ Identification of any business, nonprofit organization, or farm on the site (that is not owned or controlled by the Seller);

☐ Dated General Information Notice(s) given to current occupant(s) (other than owner occupied structures) that have active lease(s) at the time of this Application, including verification of tenant receipt;

☐ Dated Voluntary Acquisition Notification to Owner; and

☐ HUD Relocation Brochure issued to tenants that will be displaced (if known).

Relocation Certification for Direct Loan Applications

The New Construction, Rehabilitation (including Adaptive Reuse), or demolition and Reconstruction of the proposed Development must be carried out in accordance with policies and procedures governing implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"), as amended, for the Direct Loan Program under the Section 104(d) of the Housing and Community Development Act of 1974 ("Section 104(d)"), and the optional relocation policies adopted pursuant to 24 CFR 92.253(d).

A displaced person, business, farm, or nonprofit is covered under URA, regardless of income, if they are displaced by acquisition, rehabilitation, or demolition.

______________________________
Signature of Applicant

______________________________
Printed Name

______________________________
Date

FORM CONTINUES

2/28/2019
For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.

☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012.

https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42 350.

The purpose and goals of the RARAP is to:

1. Provide (through its subgrantees) Relocation Assistance
2. Minimize Displacement
3. Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department's approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply with all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date
In order to reduce the file size and speed review of drawings, Applicants are encouraged to submit plans as 300dpi images. Following these steps in Adobe Acrobat will convert most plans: File > Print > Printer: Adobe PDF > Advanced > Settings: Custom > [√] Print As Image 300dpi > OK

- Site Plan which:
  - states the size of the site on its face;
  - includes a unit and building type table matrix that is consistent with the Rent Schedule and Building and Unit Configuration forms in labeling the buildings and Units, stating sizes, etc;
  - includes a table matrix specifying the square footage of Common Area space on a building by building basis;
  - identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
  - shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
  - indicates the location and number of parking spaces, garages and carports, as applicable;
  - indicates the location and number of accessible parking spaces, including van accessible spaces;
  - includes information regarding local parking requirements, as applicable;
  - indicates compliant accessible routes or, if a route is not accessible, a cite to the provision in the Fair Housing Design Manual providing for its exemption;
  - indicates placement of detention/retention pond(s) or states there are no detention ponds;
  - clearly delineates the flood plain boundary lines or states there is no floodplain;
  - describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
  - identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(I)).

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

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

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

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

- Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
EDISON LOFTS
A Multi-Family Community

MUCASEY & Associates
Architects
4808 Gibson, Suite 200
Houston, Texas 77007
Tel. (713) 521-1233
Fax (713) 520-1904
Job No. 1872
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EDISON Lofts

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Typical Elevation
Amenity Center Floor Plan
Amenity Center Elevation
Units "A1" & "A2" Floor Plan
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Unit "A5" H.C. Floor Plan
Unit "A6" Floor Plan
Units "B1" & "B2" Floor Plan
Units "B3" & "B4" Floor Plan
Unit "B5" H.C. Floor Plan
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Building Plans
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Grille House - Plan and Elevations
### Project Summary

#### Apartments:

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>One Bedroom, 1 Bath</td>
<td>6</td>
<td>751 s.f.</td>
</tr>
<tr>
<td>A2</td>
<td>One Bedroom, 1 Bath</td>
<td>12</td>
<td>751 s.f.</td>
</tr>
<tr>
<td>A3</td>
<td>One Bedroom, 1 Bath</td>
<td>4</td>
<td>760 s.f.</td>
</tr>
<tr>
<td>A4</td>
<td>One Bedroom, 1 Bath</td>
<td>12</td>
<td>760 s.f.</td>
</tr>
<tr>
<td>A5</td>
<td>One Bedroom, 1 Bath (H.C.)</td>
<td>2</td>
<td>760 s.f.</td>
</tr>
<tr>
<td>A6</td>
<td>One Bedroom, 1 Bath</td>
<td>3</td>
<td>764 s.f.</td>
</tr>
</tbody>
</table>

**Total One Bedroom Units:** 39 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>B1</td>
<td>Two Bedroom, 2 Bath</td>
<td>12</td>
<td>1,009 s.f.</td>
</tr>
<tr>
<td>B2</td>
<td>Two Bedroom, 2 Bath</td>
<td>24</td>
<td>1,009 s.f.</td>
</tr>
<tr>
<td>B3</td>
<td>Two Bedroom, 2 Bath</td>
<td>8</td>
<td>1,009 s.f.</td>
</tr>
<tr>
<td>B4</td>
<td>Two Bedroom, 2 Bath</td>
<td>23</td>
<td>1,009 s.f.</td>
</tr>
<tr>
<td>B5</td>
<td>Two Bedroom, 2 Bath (H.C.)</td>
<td>4</td>
<td>1,011 s.f.</td>
</tr>
</tbody>
</table>

**Total Two Bedroom Units:** 71 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>Three Bedroom, 2 Bath</td>
<td>3</td>
<td>1,175 s.f.</td>
</tr>
<tr>
<td>C2</td>
<td>Three Bedroom, 2 Bath</td>
<td>4</td>
<td>1,175 s.f.</td>
</tr>
<tr>
<td>C3</td>
<td>Three Bedroom, 2 Bath</td>
<td>4</td>
<td>1,168 s.f.</td>
</tr>
<tr>
<td>C4</td>
<td>Three Bedroom, 2 Bath</td>
<td>4</td>
<td>1,168 s.f.</td>
</tr>
<tr>
<td>C5</td>
<td>Three Bedroom, 2 Bath (H.C.)</td>
<td>1</td>
<td>1,175 s.f.</td>
</tr>
</tbody>
</table>

**Total Three Bedroom Units:** 16 Units

<table>
<thead>
<tr>
<th>Type</th>
<th>Qty</th>
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</thead>
<tbody>
<tr>
<td>Net Rentable Total</td>
<td>126</td>
<td>119,881 s.f.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type</th>
<th>Qty</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amenity Center</td>
<td>4,992</td>
<td>s.f.</td>
</tr>
<tr>
<td>Amenity Patio</td>
<td>665</td>
<td>s.f.</td>
</tr>
<tr>
<td>Unit Patio / Balcony</td>
<td>7,827</td>
<td>s.f.</td>
</tr>
<tr>
<td>Total Breezeway &amp; Stairs</td>
<td>7,162</td>
<td>s.f.</td>
</tr>
<tr>
<td>Other Support Areas</td>
<td>3,682</td>
<td>s.f.</td>
</tr>
<tr>
<td>Grille House</td>
<td>729</td>
<td>s.f.</td>
</tr>
</tbody>
</table>

**Project Total** | 144,938 s.f. |

#### Parking:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Open Parking (secured):</td>
<td>2</td>
<td>11</td>
</tr>
<tr>
<td>Amenity Parking (non-secured):</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Parking Provided:** 203 cars

<table>
<thead>
<tr>
<th>Typology</th>
<th>Bldg. Type 1</th>
<th>Bldg. Type 2</th>
<th>Bldg. Type 3</th>
<th>Bldg. Type 4</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Building #2 &amp; #4</td>
<td>Building #5</td>
<td>Building #3</td>
<td>Building #1</td>
</tr>
<tr>
<td>A1 units</td>
<td>2</td>
<td>2 A6 units</td>
<td>1 A6 unit</td>
<td>2 A1 units</td>
</tr>
<tr>
<td>A2 units</td>
<td>4</td>
<td>2 B1 units</td>
<td>2 B1 units</td>
<td>4 A2 units</td>
</tr>
<tr>
<td>A3 units</td>
<td>1 A3 unit</td>
<td>4 B2 units</td>
<td>4 B2 units</td>
<td>2 A3 units</td>
</tr>
<tr>
<td>A4 units</td>
<td>4 A4 units</td>
<td>1 B3 unit</td>
<td>2 B3 units</td>
<td>4 A4 units</td>
</tr>
<tr>
<td>A5 HC unit</td>
<td>1 A5 HC unit</td>
<td>4 B4 units</td>
<td>4 B4 units</td>
<td>4 B1 units</td>
</tr>
<tr>
<td>A6 units</td>
<td>2 B1 units</td>
<td>1 B5 HC unit</td>
<td>1 C1 unit</td>
<td>8 B2 units</td>
</tr>
<tr>
<td>B2 units</td>
<td>4 B2 units</td>
<td>2 C1 units</td>
<td>2 C2 units</td>
<td>3 B3 units</td>
</tr>
<tr>
<td>B3 units</td>
<td>1 B3 unit</td>
<td>2 C2 units</td>
<td>2 C3 units</td>
<td>7 B4 units</td>
</tr>
<tr>
<td>C2 units</td>
<td>4 B4 units</td>
<td>2 C3 units</td>
<td>2 C4 units</td>
<td>1 B5 HC unit</td>
</tr>
<tr>
<td>C3 units</td>
<td>1 B5 HC unit</td>
<td>2 C4 units</td>
<td>1 C5 HC unit</td>
<td>35 Total units</td>
</tr>
</tbody>
</table>

**24 Total units | 22 Total units | 21 Total units | 48 Units Overall**

### Building Matrix:
SITE PLAN

EDISON Lofts
Mucasey & Associates, Architects

H.C. INDICATES MOBILITY IMPAIRED UNIT
S/H INDICATES SIGHT-HARING IMPAIRED UNIT
PROPERTY AREA: 5.50 ACRES
PROPERTY IS NOT IN A FEDERAL INSURANCE ADMINISTRATION DESIGNATED FLOOD HAZARD AREA AND IS IN ZONE "X".
FLOOD MITIGATION NOT APPLICABLE FOR THIS PROPERTY.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
EDISON LOFTS
Mucasey & Associates, Architects
February 21, 2019
**TDHCA Disclosure:** In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

**AMENITY CENTER - Floor Plan**

**EDISON Lofts**

Mucasey & Associates, Architects

**AMENITY:** 4,992 s.f.

**PATIO/MAIL:** 665 s.f.

![Diagram of AMENITY CENTER - Floor Plan](image-url)
Amenity Center

EDISON LOFTS
Mucasey & Associates, Architects
February 21, 2019
AMENITY CENTER ELEVATION - Front

AMENITY CENTER ELEVATION - Right Side

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A1" & "A2" - One Bedroom, 1 Bath

EDISON Lofts
Mucasey & Associates, Architects

(Fair Housing Accessible) 751 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

FAIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS., MANEUVERING CLEARANCES, ETC.) AT SECOND & THIRD FLOORS (UNIT A2), THIS SAME FLOOR PLAN TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0" CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)
UNITS "A3" & "A4" - One Bedroom, 1 Bath

EDISON Lofts
Mucasey & Associates, Architects

(Fair Housing Accessible) 760 s.f.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

FAIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR
TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS., MANEUVERING CLEARANCES, ETC.)
AT SECOND & THIRD FLOORS (UNIT A4), THIS SAME FLOOR PLAN TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0" CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)
UNIT "A5" - One Bedroom, 1 Bath

EDISON Lofts
ADA/UFAS ACCESSIBLE
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "A6" - One Bedroom, 1 Bath

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

UNIT "A6" - One Bedroom, 1 Bath

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNITS "B1" & "B2" - Two Bedroom, 2 Bath

(Fair Housing Accessible) 1,009 s.f.

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

FAIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS., MANEUVERING CLEARANCES, ETC.)

AT SECOND & THIRD FLOORS (UNIT B2), THIS SAME FLOOR PLAN TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0" CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)
FAIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR
TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS.,
MANEUVERING CLEARANCES, ETC.)
AT SECOND & THIRD FLOORS (UNIT B4), THIS SAME FLOOR PLAN
TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0"
CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)
UNIT "B5" - Two Bedroom, 2 Bath

EDISON Lofts
Mucasey & Associates, Architects

ADA/UFAS ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNITS "C1" & "C2" - Three Bedroom, 2 Bath

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNITS "C3" & "C4" - Three Bedroom, 2 Bath

EDISON Lofts
Mucasey & Associates, Architects

FIR HOUSING NOTE: UNIT SHOWN IS FIRST FLOOR
TYPICAL UNIT WITH FAIR HOUSING ACCESSIBILITY (2'-10" DRS.,
MANEUVERING CLEARANCES, ETC.)
AT SECOND & THIRD FLOORS (UNIT C4), THIS SAME FLOOR PLAN
TO HAVE 2'-8" BEDROOM DOORS, 2'-6" BATH DOORS & 2'-0"
CLOSET DOORS (NON-FAIR HOUSING ACCESSIBLE)

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
UNIT "C5" - Three Bedroom, 2 Bath

1,175 s.f.

ADA/UFAS ACCESSIBLE

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 1 - First Floor Plan

EDISON Lofts

Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Building Type 1

<table>
<thead>
<tr>
<th>Description</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Net Rentable Area</td>
<td>21,176 s.f.</td>
</tr>
<tr>
<td>Total Patio/Balc. Area</td>
<td>1,575 s.f.</td>
</tr>
<tr>
<td>Other Support Areas</td>
<td>683 s.f.</td>
</tr>
<tr>
<td>Breezeway/Stair Areas</td>
<td>1,299 s.f.</td>
</tr>
<tr>
<td>Total Gross Building Area</td>
<td>24,733 s.f.</td>
</tr>
</tbody>
</table>
BUILDING TYPE 1 - Second Floor Plan

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
### Building Type 2 - First Floor Plan

**EDISON Lofts**
Mucasey & Associates, Architects

**TDHCA Disclosure:** In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

<table>
<thead>
<tr>
<th>Description</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Net Rentable Area</td>
<td>23,010 s.f.</td>
</tr>
<tr>
<td>Total Patio/Balc. Area</td>
<td>1,261 s.f.</td>
</tr>
<tr>
<td>Other Support Areas</td>
<td>661 s.f.</td>
</tr>
<tr>
<td>Breezeway/Stair Areas</td>
<td>1,308 s.f.</td>
</tr>
<tr>
<td><strong>Total Gross Building Area</strong></td>
<td><strong>26,240 s.f.</strong></td>
</tr>
</tbody>
</table>
BUILDING TYPE 3 - First Floor Plan

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Building Type 3
Total Net Rentable Area: 22,244 s.f.
Total Patio/Balc. Area: 1,207 s.f.
Other Support Areas: 640 s.f.
Breezeway/Stair Areas: 1,308 s.f.
Total Gross Building Area: 25,399 s.f.
BUILDING TYPE 3 - Third Floor Plan

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 4 - First Floor Plan

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

Building Type 4

Total Net Rentable Area: 32,275 s.f.
Total Patio/Balc. Area: 2,209 s.f.
Other Support Areas: 1,015 s.f.
Breezeway/Stair Areas: 1,948 s.f.
Total Gross Building Area: 37,447 s.f.
BUILDING TYPE 4 - Second Floor Plan

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 3 - Front Elevation

BUILDING TYPE 3 - Right End Elevation

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 3 - Left End Elevation

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 4 - Front Elevation

BUILDING TYPE 4 - Right End Elevation

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
BUILDING TYPE 4 - Back Elevation

BUILDING TYPE 4 - Left End Elevation

EDISON Lofts
Mucasey & Associates, Architects

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.

VENEER:
60% PLASTER VENEER
40% FIBER CEMENT SIDING
Grille House - Floor Plan & Elevations

TDHCA Disclosure: In accordance with the rules of the Texas Department of Housing and Community Affairs, aspects of this development may be subject to change, including but not limited to, changes in the amenities ultimately selected and provided.
## SPECIFICATIONS AND BUILDING/UNIT TYPE CONFIGURATION

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

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

Development will have:  
- [X] Fire Sprinklers
- [ ] Elevators
- [ ] # of Elevators
- [ ] Wt. Capacity

#### Number of Parking Spaces (consistent with Architectural Drawings):
- Free
- Paid
- Shed or Flat Roof Carport Spaces
- Attached Garage Spaces
- Detached Garage Spaces
- Uncovered Spaces
- Structured Parking Garage Spaces

### Floor Composition/Wall Height:
- 90% Carpet/Vinyl/Resilient Flooring
- 9% Ceramic Tile
- 10% Other

#### Ceiling Height
- Upper Floor(s) Ceiling Height (Townhome Only)

<table>
<thead>
<tr>
<th>Unit Type</th>
<th># of # of Sq. Ft. Per Unit</th>
<th>Number of Stories</th>
<th>Number of Buildings</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1, 2</td>
<td>751</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>6</td>
<td>13,518</td>
</tr>
<tr>
<td>A3,4,5</td>
<td>760</td>
<td>1</td>
<td>1</td>
<td>6</td>
<td>6</td>
<td>13,680</td>
</tr>
<tr>
<td>A6</td>
<td>764</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>2,292</td>
</tr>
<tr>
<td>B1,2,3,4</td>
<td>1,009</td>
<td>3</td>
<td>1</td>
<td>11</td>
<td>11</td>
<td>67,603</td>
</tr>
<tr>
<td>B5</td>
<td>1,011</td>
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<td>1</td>
<td>4,044</td>
</tr>
<tr>
<td>C3,4</td>
<td>1,168</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>9,344</td>
</tr>
<tr>
<td>C1,2,5</td>
<td>1,175</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>4</td>
<td>9,400</td>
</tr>
</tbody>
</table>

**Totals**
- 48
- 22
- 21
- 35
- 126
- 119,881

**Net Rentable Square Footage from Rent Schedule**

### Supportive Housing Applicants Only

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

Ensure that this number matches your architectural drawings.

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

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

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: 2/28/2019
<table>
<thead>
<tr>
<th>Unit Label</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, 2</td>
<td>6</td>
<td>18</td>
<td>13,518</td>
</tr>
<tr>
<td>A3,4,5</td>
<td>6</td>
<td>18</td>
<td>13,680</td>
</tr>
<tr>
<td>A6</td>
<td>2</td>
<td>3</td>
<td>2,292</td>
</tr>
<tr>
<td>B1,2,3,4</td>
<td>11</td>
<td>67</td>
<td>67,603</td>
</tr>
<tr>
<td>B5</td>
<td>11</td>
<td>67</td>
<td>67,603</td>
</tr>
<tr>
<td>C3,4</td>
<td>4</td>
<td>8</td>
<td>9,344</td>
</tr>
<tr>
<td>C1,2,5</td>
<td>4</td>
<td>8</td>
<td>9,400</td>
</tr>
<tr>
<td>Totals</td>
<td>48</td>
<td>126</td>
<td>119,881</td>
</tr>
</tbody>
</table>

Net Rentable Square Footage from Rent Schedule

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)

Supportive Housing Applicants Only

If a revised form is submitted, date of submission: 5/14/2019
ARCHITECT’S ACCESSIBILITY STATEMENT
Project Architect: Mucasey & Associates, Architects

Mucasey & Associates, Architects has prepared this 2019 TDHCA-LIHTC Submittal Package with the following handicap mobility and sight/hearing accessibility features, as calculated in attached TABS:

Mobility Impaired Units:

We have designed mobility impaired units for each bedroom type, including 36” wide doors; push and pull door clearances; accessible routes to all spaces; 60” diameter turning area in all spaces; 34” high counters in kitchens and baths with knee spaces for lavatories, kitchen sinks, and ranges; compliant access spaces to all plumbing fixtures including appropriate grab bars; compliant access spaces to all appliances; and all switches, outlets, telephone/cable, and thermostats within 15-48” a.f.f. throughout the units. We have provided mobility impaired units in 5% of one bedrooms, 5% of two bedrooms, and 5% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 5% of the aggregate total number of units. We have distributed these units throughout the project, giving immediate access to their parking and project amenities.

Sight/Hearing Impaired Units:

We have designed sight/hearing impaired units for each bedroom type, including strobes, lights, and alarms for smoke and fire alarms, telephones, doorbells, etc. as required. We have provided these units in ground floor or elevator-served floors of Fair Housing Units, and all these units are on an accessible route, with entry door width and push/pull space as required. All outlets, switches, telephone/cable, and thermostats shall be within 15-48” a.f.f. We have provided sight/hearing impaired units in 2% of one bedrooms, 2% of two bedrooms, and 2% of three bedrooms (if applies), each individually, instead of the previous year’s requirement of 2% of the aggregate total number of units. We have distributed these units evenly throughout the project.

Accessible Parking:

We have calculated the number of required accessible parking spaces per the TDHCA Tab Form. We assigned an accessible parking space to each of the project amenities, i.e. Amenity Center/pool/Cabana, dumpsters, Dog Park, Playground, etc. The total number of parking spaces provided was then reduced by the amenities’ accessible spaces, and next, by the number of accessible parking spaces of one per mobility impaired units. This total was then reduced by the number of units in the project, leaving just the parking spaces that serve dwelling units in excess of one car per unit. Two percent of that number became the additional accessible parking spaces required other than those for the amenities and accessible units. The total accessible parking spaces calculated for the project was the sum of the amenities’ parking spaces, the accessible units’ spaces, and the 2% of additional parking in excess of one car per unit in the project. We provided the appropriate percentage of each type of parking individually—open spaces (ground level or in parking structure), carports, or garages. We have provided van accessible spaces at the rate of 1 per every 6 accessible spaces. We have located a designated accessible space immediately adjacent to each mobility accessible unit, and to each of the project amenities, and have distributed the rest evenly around the property. In all cases, we located the accessible spaces on a compliant accessible route running through the project, connecting all amenities, the public road, and all mobility impaired units together. All accessible spaces are shown with appropriate sizing, striping for aisle, crosswalks/ramps, and signage. We have provided amounts of each accessible parking type in excess of the required by at least one space.

Date

Mark S. Mucasey, A.I.A.
Mucasey & Associates, Architects

2/28/17
Accessible Mobility Units Calculation

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

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

(1) Distributed throughout the Unit types AND the Development; and

(2) Made available in a sufficient range of sizes and amenities so that the choice of living arrangements of qualified persons with Disabilities is, as a whole, comparable to that of other persons eligible for housing assistance under the same program.

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

<table>
<thead>
<tr>
<th>Mobility Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (751-764 sq ft)</td>
<td>126</td>
<td>5%</td>
<td>6.3</td>
<td>7</td>
<td>7</td>
</tr>
<tr>
<td>2/2 (1009 and 1011 sq ft)</td>
<td>71</td>
<td>5%</td>
<td>3.55</td>
<td>3.55</td>
<td>4</td>
</tr>
<tr>
<td>3/2 (1168 and 1175 sq ft)</td>
<td>16</td>
<td>5%</td>
<td>0.8</td>
<td>0</td>
<td>1</td>
</tr>
</tbody>
</table>

Total: 126 | 6.3 | 6.5

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

<table>
<thead>
<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1 (874sqft &amp; 806 sqft)</td>
<td>28</td>
<td>5%</td>
<td>1.4</td>
<td>1.4</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (950 sqft &amp; 1008 sqft)</td>
<td>36</td>
<td>5%</td>
<td>1.8</td>
<td>1.8</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1120 sqft &amp; 1190 sqft)</td>
<td>4</td>
<td>5%</td>
<td>0.2</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>5%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Total: 68 | 3.4 | 4.2

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

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

By: ________________________________

Signature

Date: 2/8/19

Mark S. Mucasey, MLA

Printed Name

Mucasey & Associates

Firm Name (If applicable)
Accessible Hearing/Visual Units Calculation

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

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>1/1 (751-764 sq ft)</td>
<td>39</td>
<td>2%</td>
<td>0.78</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1009 and 1011 sq ft)</td>
<td>71</td>
<td>2%</td>
<td>1.42</td>
<td>1.42</td>
<td>2</td>
</tr>
<tr>
<td>3/2 (1168 and 1175 sq ft)</td>
<td>16</td>
<td>2%</td>
<td>0.32</td>
<td>0</td>
<td>0</td>
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<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>126</td>
<td></td>
<td>2.52</td>
<td>3.42</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>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2</td>
<td>36</td>
<td>2%</td>
<td>0.72</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>68</td>
<td></td>
<td>1.36</td>
<td>3.36</td>
<td>3</td>
</tr>
</tbody>
</table>

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

By signing below, I (WE) certify that the information above meets the requirements in Section 504 of the Rehabilitation Act of 1973 and implemented at 28 C.F.R. Part 8 as described in 10 TAC Chapter 1, Subchapter B. At least two percent (2%) of all dwelling units will be designed and built to be accessible for persons with hearing and/or visual impairment.

By: __________________________
Signature
Date: 2/8/19

Printed Name: MARK S. MUCASEY, AIA
Firm Name: MUCASEY & ASSOCIATES
Accessible Parking Calculation

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

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


Accessible Parking for Facilities and Amenities

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

<table>
<thead>
<tr>
<th>Amenity:</th>
<th>Identification of amenity, or amenities of a group, that the APS serves</th>
<th>APSs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, etc.:</td>
<td>Amenity center, pool, grille house</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Dumpsters</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td>Play Ground</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 3:</td>
<td>Grille/picnic table</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 4:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 5:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenity 6:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

Enter the information indicated below.

Total dwelling Units in the Development: 126

Total surface parking spaces: 203

Total garages: 0

Total parking spaces of all types: 203

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

Total of all types of parking spaces that serve dwelling units: 199

APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 7

Parking spaces that serve dwelling units in excess of one per unit (if applicable): 73

APSs required in excess of one per mobility accessible unit: 2

Total APSs required (including dwelling units and facilities/amenities): 13

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: 14

Minimum number of carports that must be APSs: 0

Number of garages that must be APSs: 0

APSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 3

Minimum number of surface parking spaces that must be van APSs: 3

Minimum number of carports that must be van APSs: 0

Minimum number of garages that must be van APSs: 0

By signing below, I (WE) certify that the information above meets the requirements in the 2010 ADA Standards for Accessible Design Title III regulations at 28 CFR part 36, subpart D, and the 2004 ADA Accessibility Guidelines at 36 CFR part 1191, appendices B and D. There will be at least one accessible parking space per accessible unit located on the closest route to the accessible unit. For every 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: [Name]

Firm Name: Mucasey & Associates

Date: 2/28/19
<table>
<thead>
<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
<th>Rent Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>751</td>
<td>421</td>
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<td>84</td>
<td>337</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>1</td>
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<td>703</td>
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<td>619</td>
<td>3,714</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>6,008</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>2,253</td>
<td>871</td>
<td>84</td>
<td>84</td>
<td>871</td>
<td>2,613</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>760</td>
<td>421</td>
<td>84</td>
<td>84</td>
<td>337</td>
<td>337</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>4,560</td>
<td>703</td>
<td>84</td>
<td>84</td>
<td>619</td>
<td>3,714</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>6,008</td>
<td>843</td>
<td>84</td>
<td>84</td>
<td>759</td>
<td>6,072</td>
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<td>2,253</td>
<td>871</td>
<td>84</td>
<td>84</td>
<td>871</td>
<td>2,613</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>764</td>
<td>421</td>
<td>84</td>
<td>84</td>
<td>337</td>
<td>337</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TC 50%</td>
<td>6</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>764</td>
<td>703</td>
<td>84</td>
<td>84</td>
<td>619</td>
<td>619</td>
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<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>8</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>764</td>
<td>843</td>
<td>84</td>
<td>84</td>
<td>759</td>
<td>759</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR</td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td>751</td>
<td>764</td>
<td>843</td>
<td>84</td>
<td>84</td>
<td>871</td>
<td>2,613</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>TC 30%</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
<td>1,009</td>
<td>6,054</td>
<td>506</td>
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<td>1,009</td>
<td>26,234</td>
<td>843</td>
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<td>735</td>
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</tr>
<tr>
<td>TC 60%</td>
<td>24</td>
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<td></td>
<td></td>
<td>1,009</td>
<td>24,216</td>
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<td>108</td>
<td>904</td>
<td>21,696</td>
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<tr>
<td>MR</td>
<td>11</td>
<td>2</td>
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<td></td>
<td>1,009</td>
<td>11,099</td>
<td>1,066</td>
<td>11,726</td>
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<td></td>
</tr>
<tr>
<td>TC 60%</td>
<td>4</td>
<td>2</td>
<td></td>
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**TOTAL**

126

119,881

101,191

**Non Rental Income**

$15.00 per unit/month for:

- Late fees, relet fees, app fees

1,890

**POTENTIAL GROSS MONTHLY INCOME**

$103,081

- Provision for Vacancy & Collection Loss

% of Potential Gross Income: 7.50%

$7,731

- Rental Concessions (enter as a negative number)

Enter as a negative value

95,350

**EFFECTIVE GROSS MONTHLY INCOME**

1,144,199

x 12 = EFFECTIVE GROSS ANNUAL INCOME

13,730,388
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**Rent Schedule (Continued)**

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<td>Cost Per Sq Ft</td>
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<td>Cost Per Sq Ft</td>
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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.
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<thead>
<tr>
<th>Unit Type</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected /Unit</th>
<th>Total Monthly Rent</th>
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Non Rental Income $15.00 per unit/month:
Late fees, relet fees, app fees $1,890
TOTAL NONRENTAL INCOME $15.00

= POTENTIAL GROSS MONTHLY INCOME $103,081

- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (7,319)
- Rental Concessions (enter as a negative number) Enter as a negative value

= EFFECTIVE GROSS MONTHLY INCOME $95,762
### Rent Schedule (Continued)

#### Housing

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#### Mortgage Revenue

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#### Other

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### Cost Per Sq Ft

- **Acquisition + Hard**: $116.10
- **Hard**: $116.10
- **Building**: $101.19

**Note**: 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.

5/14/2019
### 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.

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<th>Who Pays</th>
<th>Energy Source</th>
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<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
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<td>$11</td>
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<td>HHA 12/1/18</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td></td>
<td>$6</td>
<td>$8</td>
<td>$11</td>
<td></td>
<td></td>
<td>HHA 12/1/18</td>
</tr>
<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td></td>
<td>$21</td>
<td>$30</td>
<td>$38</td>
<td></td>
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<td>HHA 12/1/18</td>
</tr>
<tr>
<td>Air Conditioning</td>
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<td></td>
<td>$19</td>
<td>$27</td>
<td>$34</td>
<td></td>
<td></td>
<td>HHA 12/1/18</td>
</tr>
<tr>
<td>Water Heater</td>
<td>Tenant</td>
<td></td>
<td>$13</td>
<td>$16</td>
<td>$20</td>
<td></td>
<td></td>
<td>HHA 12/1/18</td>
</tr>
<tr>
<td>Water</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash</td>
<td>Landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flat Fee</td>
<td>Tenant</td>
<td></td>
<td>$16</td>
<td>$16</td>
<td>$16</td>
<td></td>
<td></td>
<td>HHA 12/1/18</td>
</tr>
<tr>
<td>Other</td>
<td>Tenant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Paid by Tenant: $84.0  $108.0  $132.0  $-

Other (Describe)

If a revised form is submitted, date of submission: 12/1/18
## Allowance for Tenant-Furnished Utilities and Other Services

### U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

**Effective Date**: 12/1/2018

#### Locality:
- **Houston, TX Metropolitan Area**

#### Unit Type:
- **Apartments (5 or more units per building)**

### Monthly Dollar Allowances

<table>
<thead>
<tr>
<th>Utility or Service</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>5BR</th>
<th>6BR</th>
<th>7BR</th>
<th>8BR</th>
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</thead>
<tbody>
<tr>
<td><strong>Heating</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Natural Gas</td>
<td>$7</td>
<td>$8</td>
<td>$9</td>
<td>$9</td>
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<td>$11</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
<td>$8</td>
<td>$9</td>
<td>$11</td>
<td>$13</td>
<td>$15</td>
<td>$16</td>
<td>$18</td>
<td>$19</td>
<td>$20</td>
</tr>
<tr>
<td>d. Coal/Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cooking</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
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<td>$2</td>
<td>$3</td>
<td>$4</td>
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<td>$8</td>
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<tr>
<td>b. Bottle Gas</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Electric</td>
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<td>$8</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Electric - Lighting - Base</strong></td>
<td>$18</td>
<td>$21</td>
<td>$30</td>
<td>$38</td>
<td>$46</td>
<td>$55</td>
<td>$59</td>
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<td><strong>Air Conditioning</strong></td>
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<td>$19</td>
<td>$27</td>
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<tr>
<td><strong>Water Heating</strong></td>
<td>$4</td>
<td>$5</td>
<td>$7</td>
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<td>a. Natural Gas</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>b. Bottle Gas</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td>c. Electric</td>
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<td>$16</td>
<td>$20</td>
<td>$23</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Water</strong></td>
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<td>$22</td>
<td>$28</td>
<td>$35</td>
<td>$41</td>
<td>$48</td>
<td>$52</td>
<td>$56</td>
<td>$61</td>
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<tr>
<td><strong>Sewer</strong></td>
<td>$32</td>
<td>$33</td>
<td>$43</td>
<td>$52</td>
<td>$62</td>
<td>$71</td>
<td>$77</td>
<td>$83</td>
<td>$90</td>
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</table>

### Actual Family Allowances

To be used by the family to compute allowance. Complete Below for the actual unit rented.

<table>
<thead>
<tr>
<th>Name of Family</th>
<th>Heating</th>
<th>Cooking</th>
<th>Other Electric</th>
<th>Air Conditioning</th>
<th>Water Heating</th>
<th>Water</th>
<th>Sewer</th>
<th>Trash Collection</th>
<th>Refrigerator</th>
<th>Range/Microwave</th>
<th>Other (Elec Fee)</th>
<th>Other (Gas Fee)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$84</td>
<td>$108</td>
<td>$132</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

Previous editions are obsolete

Page 1 of 1

form HUD-52667(12/97)

ref. Handbook 7420.8
## ANNUAL OPERATING EXPENSES

### General & Administrative Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$9,000</td>
</tr>
<tr>
<td>Advertising</td>
<td>$1,200</td>
</tr>
<tr>
<td>Legal fees</td>
<td>$1,200</td>
</tr>
<tr>
<td>Leased equipment</td>
<td>$</td>
</tr>
<tr>
<td>Postage &amp; office supplies</td>
<td>$6,000</td>
</tr>
<tr>
<td>Telephone</td>
<td>$3,000</td>
</tr>
<tr>
<td>Other, Clicks, uniforms, credit fees, software fees</td>
<td>$28,740</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total General & Administrative Expenses:** $49,140

### Payroll, Payroll Tax & Employee Benefits

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Management</td>
<td>$65,600</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$56,160</td>
</tr>
<tr>
<td>Other, Employee Benefits and Overhead</td>
<td>$42,616</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
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</tbody>
</table>

**Total Payroll, Payroll Tax & Employee Benefits:** $164,376

### Repairs & Maintenance

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevator</td>
<td>$</td>
</tr>
<tr>
<td>Exterminating</td>
<td>$2,772</td>
</tr>
<tr>
<td>Grounds</td>
<td>$20,160</td>
</tr>
<tr>
<td>Make-ready</td>
<td>$9,450</td>
</tr>
<tr>
<td>Repairs</td>
<td>$18,900</td>
</tr>
<tr>
<td>Pool</td>
<td>$2,000</td>
</tr>
<tr>
<td>Other, Tools, supplies</td>
<td>$31,768</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Repairs & Maintenance:** $85,050

### Utilities (Enter Only Property Paid Expense)

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>$TDHCA Regional Average 25,452</td>
</tr>
<tr>
<td>Natural gas</td>
<td>$</td>
</tr>
<tr>
<td>Trash</td>
<td>$Proprietary Database 13,860</td>
</tr>
<tr>
<td>Water/Sewer</td>
<td>$TDHCA Regional Average 69,048</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Utilities:** $108,360

### Property Taxes

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Published Capitalization Rate</td>
<td>10.00%</td>
</tr>
<tr>
<td>Annual Property Taxes</td>
<td>$107,767</td>
</tr>
<tr>
<td>Payments in Lieu of Taxes</td>
<td>$</td>
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</table>

**Total Property Taxes:** $107,767

### Reserve for Replacements

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual reserves per unit</td>
<td>$300</td>
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<tr>
<td>Other</td>
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</table>

**Total Reserve for Replacements:** $37,800

### Other Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable TV</td>
<td>$</td>
</tr>
<tr>
<td>Supportive Services</td>
<td>$12,000</td>
</tr>
<tr>
<td>TDHCA Compliance fees (40/HTC)</td>
<td>$5,040</td>
</tr>
<tr>
<td>TDHCA Direct Loan Compliance Fees ($34/MDL)</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA Bond Compliance Fees (TDHCA as Bond Issuer Only - S25/MBR)</td>
<td>$</td>
</tr>
<tr>
<td>Bond Trustee Fees</td>
<td>$</td>
</tr>
<tr>
<td>Security</td>
<td>$12,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Other Expenses:** $29,040

### TOTAL ANNUAL EXPENSES

- **Expense per unit:** $5469
- **Expense to Income Ratio:** 60.23%

### NET OPERATING INCOME (before debt service)

- $455,056

### Annual Debt Service

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amegy</td>
<td>$357,245</td>
</tr>
<tr>
<td>TDHCA Bond-Issuer Admin Fee (0.10%)</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL ANNUAL DEBT SERVICE**

- **Debt Coverage Ratio:** 1.27
- **Net Cash Flow:** $97,811

---

If a revised form is submitted, date of submission: 2/28/2019
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today's best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

<table>
<thead>
<tr>
<th>INCOME</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$1,214,292</td>
<td>$1,238,578</td>
<td>$1,263,349</td>
<td>$1,288,616</td>
<td>$1,314,389</td>
<td>$1,451,191</td>
<td>$1,602,233</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,680</td>
<td>$23,134</td>
<td>$23,596</td>
<td>$24,068</td>
<td>$24,550</td>
<td>$27,105</td>
<td>$29,926</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,236,972</td>
<td>$1,261,711</td>
<td>$1,286,946</td>
<td>$1,312,685</td>
<td>$1,338,938</td>
<td>$1,478,296</td>
<td>$1,632,158</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($92,773)</td>
<td>($94,628)</td>
<td>($96,521)</td>
<td>($98,451)</td>
<td>($100,420)</td>
<td>($110,872)</td>
<td>($122,412)</td>
</tr>
<tr>
<td>Rent 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>$1,144,199</td>
<td>$1,167,083</td>
<td>$1,190,425</td>
<td>$1,214,233</td>
<td>$1,238,518</td>
<td>$1,367,424</td>
<td>$1,509,746</td>
</tr>
</tbody>
</table>

| EXPENSES | | | | | | |
|------|--------|--------|--------|--------|--------||
| General & Administrative Expenses | $49,140 | $50,614 | $52,133 | $53,697 | $55,308 | $64,117 | $74,329 |
| Management Fee | $57,210 | $58,354 | $59,521 | $60,712 | $61,926 | $68,371 | $75,487 |
| Payroll, Payroll Tax & Employee benefits | $164,376 | $169,307 | $174,386 | $179,618 | $185,007 | $214,473 | $248,633 |
| repairs & Maintenance | $25,452 | $26,216 | $27,002 | $27,812 | $28,646 | $33,209 | $38,498 |
| Electric & Gas Utilities | $29,040 | $29,911 | $30,809 | $31,733 | $32,685 | $37,891 | $43,926 |
| Water, Sewer & Trash Utilities | | | | | | | |
| Annual Property Insurance Premiums | $107,767 | $111,000 | $114,330 | $117,760 | $121,293 | $140,611 | $163,007 |
| Property Tax | | | | | | | |
| Reserve for Replacements | $37,800 | $38,934 | $40,102 | $41,305 | $42,544 | $49,320 | $57,176 |
| Other Expenses | $164,376 | $169,307 | $174,386 | $179,618 | $185,007 | $214,473 | $248,633 |
| TOTAL ANNUAL EXPENSES | | | | | | | |
| NET OPERATING INCOME | $97,811 | $100,593 | $103,241 | $105,746 | $108,101 | $117,278 | $121,159 |

| DEBT SERVICE | | | | | | |
|--------------|--------|--------|--------|--------|--------||
| First Deed of Trust Annual Loan Payment | $357,245 | $357,245 | $357,245 | $357,245 | | |
| Second Deed of Trust Annual Loan Payment | | | | | | |
| Third Deed of Trust Annual Loan Payment | | | | | | |
| Other Annual Required Payment | | | | | | |
| Other Annual Required Payment | | | | | | |
| ANNUAL NET CASH FLOW | $97,811 | $100,593 | $103,241 | $105,746 | $108,101 | $117,278 | $121,159 |
| CUMULATIVE NET CASH FLOW | $97,811 | $198,404 | $301,645 | $407,391 | $515,492 | $623,940 | $1,031,343 |
| Debt Coverage Ratio | 1.27 | 1.28 | 1.29 | 1.30 | 1.30 | 1.33 | 1.34 |
| COH Loan Subject to Cash Flow | $67,000 | $67,000 | $67,000 | $67,000 | $67,000 | $67,000 | $67,000 |

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 proforma for points under §11.9(e)(1) relating to Financial Feasibility)

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

Email: sara.hale@amegybank.com

Phone: 281-297-7944

Date: 02/25/2019

Printed Name

Date: 2/24/2019

Printed Name

If a revised form is submitted, date of submission: 2/23/2019
**Off Site Work Cost Breakdown Edison Lofts**

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 Costs, are obtained by adding together Columns D, E, and F to get the total costs.

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>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>Storm drainage &amp; devices</td>
<td>$25,000.00</td>
<td>1 LS</td>
<td>$25,000.00</td>
<td></td>
<td></td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Water line and connection</td>
<td>$15,000.00</td>
<td>1 LS</td>
<td>$15,000.00</td>
<td></td>
<td></td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Sanitary sewer</td>
<td>$10,000.00</td>
<td>1 LS</td>
<td>$10,000.00</td>
<td></td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Off-site paving</td>
<td>$120.00</td>
<td>50 SY</td>
<td>$6,000.00</td>
<td></td>
<td></td>
<td>$6,000.00</td>
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<tr>
<td>Site work preparation, mobilization</td>
<td>$12,000.00</td>
<td>1 LS</td>
<td>$12,000.00</td>
<td></td>
<td></td>
<td>$12,000.00</td>
</tr>
<tr>
<td>and clearing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$68,000.00</strong></td>
<td></td>
<td></td>
<td><strong>$68,000.00</strong></td>
</tr>
</tbody>
</table>

Signature of Registered Engineer:  
Printed Name: Astrid Castano
Seal: ASTRID Y. CASTANO 113893

Promotional Professional Engineering

Date: 02/21/2019

If a revised form is submitted, date of submission:  

2/21/2019
On Site Work Cost Breakdown Edison Lofts

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

**This form must be completed by a Third-Party engineer licensed to practice in the State of Texas. His or her signature and registration seal must be on the form.**

For Site Work costs that exceed $15,000 per Unit and are included in Eligible Basis, a CPA letter allocating which portions of those site costs should be included in Eligible Basis and which ones may be ineligible must be submitted behind this tab.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demolition</td>
<td>$15.00</td>
<td>21,900 SY</td>
<td>$328,500.00</td>
<td></td>
<td></td>
<td>$328,500</td>
</tr>
<tr>
<td>Detention</td>
<td>$25.00</td>
<td>4,450 CY</td>
<td>$111,250.00</td>
<td></td>
<td></td>
<td>$111,250</td>
</tr>
<tr>
<td>Rough Grading</td>
<td>$5,800.00</td>
<td>5.5 AC</td>
<td>$31,900.00</td>
<td></td>
<td></td>
<td>$31,900</td>
</tr>
<tr>
<td>Fine Grading</td>
<td>$3,850.00</td>
<td>5.5 AC</td>
<td>$21,175.00</td>
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<td></td>
<td>$21,175</td>
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<tr>
<td>On-site concrete (sidewalks)</td>
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<td>150 SY</td>
<td>$3,000.00</td>
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<td></td>
<td>$3,000</td>
</tr>
<tr>
<td>On-site paving</td>
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<td>7,950 SY</td>
<td>$465,075.00</td>
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<td>$465,075</td>
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<tr>
<td>On-site utilities</td>
<td>$380,000.00</td>
<td>1 LS</td>
<td>$380,000.00</td>
<td></td>
<td></td>
<td>$380,000</td>
</tr>
<tr>
<td>Cleaning/site preparation</td>
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<td>5.5 AC</td>
<td>$13,750.00</td>
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<td></td>
<td>$13,750</td>
</tr>
</tbody>
</table>

Total: $1,354,650.00

Signature of Registered Engineer: [Signature]
Printed Name: [Name]
Seal: [Seal]

Date: 02/31/2019

If a revised form is submitted, date of submission: 2/21/2019
<table>
<thead>
<tr>
<th>Description</th>
<th>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
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<td></td>
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<tr>
<td>Site acquisition cost</td>
<td>1,500,000</td>
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<tr>
<td>Existing building acquisition cost</td>
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<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. legal fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
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<tr>
<td>Other (specify) - see footnote 1</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$1,500,000</td>
<td>$0</td>
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<tr>
<td><strong>OFF-SITES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td>15,000</td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td>6,000</td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>PLEASE 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 Off-Sites Cost</strong></td>
<td>$68,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td>328,500</td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td>111,250</td>
<td>111,250</td>
</tr>
<tr>
<td>Rough grading</td>
<td>31,900</td>
<td>31,900</td>
</tr>
<tr>
<td>Fine grading</td>
<td>21,175</td>
<td>21,175</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>3,000</td>
<td>3,000</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>On-site paving</td>
<td>465,075</td>
<td>465,075</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>380,000</td>
<td>380,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>PLEASE SPECIFY - see footnote 1</td>
<td>13,750</td>
<td>13,750</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$1,354,650</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>210,000</td>
<td>210,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td>160,000</td>
<td>160,000</td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Fencing</td>
<td>198,000</td>
<td>198,000</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$568,000</td>
<td>$0</td>
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</table>
### BUILDING COSTS*:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>1,395,119</td>
<td>1,395,119</td>
</tr>
<tr>
<td>Masonry</td>
<td>813,819</td>
<td>813,819</td>
</tr>
<tr>
<td>Metals</td>
<td>465,040</td>
<td>465,040</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>2,557,718</td>
<td>2,557,718</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>348,780</td>
<td>348,780</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>581,300</td>
<td>581,300</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>465,040</td>
<td>465,040</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,278,859</td>
<td>1,278,859</td>
</tr>
<tr>
<td>Specialties</td>
<td>116,260</td>
<td>116,260</td>
</tr>
<tr>
<td>Equipment</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Furnishings</td>
<td>232,520</td>
<td>232,520</td>
</tr>
<tr>
<td>Special Construction</td>
<td>116,260</td>
<td>116,260</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>348,780</td>
<td>348,780</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,627,639</td>
<td>1,627,639</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,278,859</td>
<td>1,278,859</td>
</tr>
</tbody>
</table>

**Individually itemize costs below:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Community Facilities/Building</td>
<td>505,155</td>
<td>505,155</td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Lead-Based Paint Abatement</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asbestos Abatement (Rehabilitation Only)</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Structured Parking</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Commercial Space Costs</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Subtotal Building Costs

| Before 11.9(e)(2)                     | $12,131,148| $0        | $12,131,148|

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

| Enter amount to be used to achieve desired score. | $81.89 psf | $9,816,400 |

**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)            | $14,053,798| $0        | $11,410,550|

Contingency

| 7.00% | $988,526 | 798,738 |

**TOTAL HARD COSTS**

<table>
<thead>
<tr>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>6.00%</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>6.00%</td>
</tr>
<tr>
<td>Contractor overhead (&lt;2%)</td>
<td>2.00%</td>
</tr>
<tr>
<td>G &amp; A Field (within overhead limit)</td>
<td>2.00%</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>6.00%</td>
</tr>
</tbody>
</table>

TOTAL CONTRACTOR FEES

| $2,115,444 | $0     | $1,709,300 |

**TOTAL CONSTRUCTION CONTRACT**

| Before 11.9(e)(2) | $17,225,768 | $0 | $13,918,588 |

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

| Enter amount to be used to achieve desired score. | $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>Description</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>378,000</td>
<td>378,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>31,500</td>
<td>31,500</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>283,500</td>
<td>283,500</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>15,000</td>
<td>15,000</td>
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<tr>
<td>Impact Fees</td>
<td>115,067</td>
<td>115,067</td>
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<tr>
<td>Building permits &amp; related costs</td>
<td>89,200</td>
<td>89,200</td>
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<tr>
<td>Appraisal</td>
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<tr>
<td>Market analysis</td>
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<td>8,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
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<td>15,000</td>
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<tr>
<td>Soils report</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td>Survey</td>
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<tr>
<td>Marketing</td>
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<tr>
<td>Hazard &amp; liability insurance</td>
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<td>193,186</td>
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<tr>
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<td>53,285</td>
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<tr>
<td>Personal property taxes</td>
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<tr>
<td>Tenant Relocation</td>
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</tr>
<tr>
<td>FF&amp;E</td>
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<td>150,000</td>
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<tr>
<td>COH Compliance Consultant</td>
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<td>30,000</td>
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<tr>
<td>Permit Consultant</td>
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<tr>
<td><strong>Subtotal Soft Cost</strong></td>
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<td><strong>FINANCING:</strong></td>
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<tr>
<td><strong>CONSTRUCTION LOAN(S)</strong></td>
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</tr>
<tr>
<td>Interest</td>
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<tr>
<td>Loan origination fees</td>
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<tr>
<td>Title &amp; recording fees</td>
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<td>100,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
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<tr>
<td>Inspection fees</td>
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<tr>
<td>Discount Points</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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<td>Title &amp; recording fees</td>
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</tr>
<tr>
<td>Bond premium</td>
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<td></td>
</tr>
<tr>
<td>Credit report</td>
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</tr>
<tr>
<td>Discount points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit enhancement fees</td>
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<td></td>
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<tr>
<td>Prepaid MIP</td>
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<tr>
<td>Other (specify) - see footnote 1</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td><strong>BRIDGE LOAN(S)</strong></td>
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<tr>
<td>Interest</td>
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<td>0</td>
</tr>
<tr>
<td>Loan origination fees</td>
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<td>0</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td>0</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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$500 COH fee reduction
### OTHER FINANCING COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Tax credit fees</td>
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<tr>
<td>Tax and/or bond counsel</td>
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<tr>
<td>Payment bonds</td>
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<tr>
<td>Performance bonds</td>
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<td>Credit enhancement fees</td>
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<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
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<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
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<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
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<tr>
<td>Tax opinion</td>
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</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
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</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
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<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>1,248,518</td>
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#### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing consultant fees</td>
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<td></td>
</tr>
<tr>
<td>General &amp; administrative</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Profit or fee</td>
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</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
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</tr>
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#### RESERVES

<table>
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<tr>
<th>Description</th>
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</thead>
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<tr>
<td>Rent-up - new funds</td>
<td>75,000</td>
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<tr>
<td>Rent-up - existing reserves*</td>
<td>523,194</td>
</tr>
<tr>
<td>Operating - new funds</td>
<td>523,194</td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td>523,194</td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td>0</td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td>0</td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td>0</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>598,194</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</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal Financing Cost</strong></td>
<td>1,248,518</td>
</tr>
<tr>
<td><strong>Subtotal Developer Fees</strong></td>
<td>2,861,631</td>
</tr>
<tr>
<td><strong>Subtotal Reserves</strong></td>
<td>598,194</td>
</tr>
<tr>
<td><strong>TOTAL HOUSING DEVELOPMENT COSTS</strong></td>
<td>24,942,848</td>
</tr>
</tbody>
</table>

The following calculations are for HTC Applications only.

#### Deduct From Basis:

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Eligible Basis</strong></td>
<td>0</td>
<td>$18,602,981</td>
</tr>
<tr>
<td><strong>Total Adjusted Basis</strong></td>
<td>0</td>
<td>$24,183,876</td>
</tr>
<tr>
<td>Applicable Fraction</td>
<td>85%</td>
<td>$20,537,101</td>
</tr>
</tbody>
</table>

#### Credits Supported by Eligible Basis

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Request (from 17.Development Narrative)</td>
<td>1,848,339</td>
</tr>
</tbody>
</table>

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

| Score | 12 |

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

Name of contact for Cost Estimate: **James E. Rickenbacker**

Phone Number for Contact: **832-940-9940**

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debit</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>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>-</td>
</tr>
<tr>
<td>Amegy</td>
<td>Conventional Loan</td>
<td>$13,600,000</td>
<td>5.00%</td>
<td>1</td>
</tr>
<tr>
<td>Amegy</td>
<td>Conventional Loan</td>
<td>$4,710,000</td>
<td>6.50%</td>
<td>30</td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Loan</td>
<td>$6,030,000</td>
<td>0.00%</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Local Government Loan</td>
<td>$6,700,000</td>
<td>1.00%</td>
<td>0</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,699,730</td>
<td>$13,498,650</td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2) LPS Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>DWR Development Group, LLC</td>
<td>$2,611,631</td>
<td>$34,198</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>Direct Loan Match</td>
<td></td>
<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>$24,941,361</td>
<td>$24,942,848</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$24,942,848</td>
<td>$24,942,848</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **TDHCA**: Texas Department of Housing and Community Affairs
- **Amegy**: American Express
- **City of Houston**: Local government
- **National Equity Fund**: HTC
- **Grant**: §11.9(d)(2) LPS Contribution
- **Deferred Developer Fee**: DWR Development Group, LLC
- **Other**: Direct Loan Match

---

3/1/2019
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>Amegy construction and perm loans are dependent upon award of LIHTC in July and confirmation of $6.7M from COH. COH RFP for this round of funding closed 3/31 and there is no stated time frame of when the funds will be awarded and confirmed by City Council. However, COH HCCD is aware of the Readiness to Proceed requirements for this application and we anticipate the HOME funds will be awarded on or around the same time the LIHTC are awarded.</td>
</tr>
<tr>
<td>Permanent</td>
<td></td>
</tr>
<tr>
<td>Bridge Loans</td>
<td></td>
</tr>
<tr>
<td>Other Funds</td>
<td></td>
</tr>
</tbody>
</table>

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

No

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.

Rent are LIHTC less HA UA and MR rents are at HUD FMR. No other unusual revenue sources or assumptions.

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.

Sara Hale, SVP
Printed Name
Date

Signature, Authorized Representative, Construction or Permanent Lender

Telephone: 281-297-7944
Email address: sara.hale@amegybank.com

If a revised form is submitted, date of submission: 2/24/2019
Financial Capacity, Owner Equity, and Appraisal Requirements
(Multifamily Direct Loan Applications Only, if applicable)
§13.8(c)(6) and (7)

Financial Capacity (10 TAC §13.8(c)(6))
except for Developments also financed through the USDA §515 program, the Application MUST include:

- A letter from a Third Party CPA verifying the capacity of the Applicant, Developer, or Development Owner to provide at least 10% of the Total Housing Development Cost as a short term loan for Development;
- 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.
## Match Funds (Multifamily Direct Loan Applications Only) [§13.2(8)]

Match in the amount of at least 5% of the Multifamily Direct Loan funds requested must be documented with a letter from the anticipated provider of Match indicating the provider’s willingness and ability to make a financial commitment should the Development receive an award of Multifamily Direct Loan funds. The information provided must be consistent with all other documentation in the Application.

Indicate the amount and source of Match funds in the appropriate spaces in the table below.

Generally, a Related Party contribution to the Development is not considered eligible Match. Please see 10 TAC §13.2(8) as well as the Match Guidance below.

<table>
<thead>
<tr>
<th>Type of Match Pledged</th>
<th>Pledged Amount</th>
<th>Source of Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Federal Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waived, foregone or deferred fees and charges (ex: debris removal and container fees, tap fees, building permits, other mandatory fees charged by the local municipality)</td>
<td><strong>CANNOT</strong></td>
<td></td>
</tr>
<tr>
<td><strong>INCLUDE DEVELOPER FEES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Below Market Interest Rate Loan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax Abatement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Non-Professional Labor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Federally Funded Infrastructure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rental Value of Donated Use of Site Preparation or Construction Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Construction Materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Site Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Demolition Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donated Real Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Value of Match Pledged</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Total Amount of MF Direct Loan funds Requested</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Percentage of MF Direct Loan Funds to be Matched (Total Value of Match /MF Direct Loan Funds Requested)</td>
<td>#DIV/0!</td>
<td></td>
</tr>
</tbody>
</table>

![Not Applicable]
## Finance Scoring (for Competitive HTC Applications ONLY)

| Self Score Total: 122 |

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

Name of the Local Political Subdivision providing the funding:
- **City of Houston**

- [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 8.73%
- HTC funding request as a percent of Total Housing Development Cost 6.01%

#### 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
ALL SUPPORTING DOCUMENTS MUST BE CONSISTENT WITH THE SOURCES AND USES

- Executed Pro Forma from Permanent or Construction Lender
- Letter from lender regarding approval of Principals (consistent with Template)
- Evidence of all Permanent and Construction Financing (term sheets, loan agreements)

**NOTE:** Term sheets and/or loan documents from debt and equity providers must include a statement confirming they are aware the Applicant intends to elect income averaging. If the term sheet speaks to unit designations, ensure those unit designations are consistent with the rent schedule and site plan.

- Evidence of any Gap Financing, terms included
- Evidence of any Owner Contributions, with financial support if required
- Evidence of Equity Financing (HTC applications only)

- Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.

- Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]

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

### INCOME

<table>
<thead>
<tr>
<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>$1,214,292</td>
<td>$1,238,578</td>
<td>$1,263,349</td>
<td>$1,288,616</td>
<td>$1,314,389</td>
<td>$1,451,191</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,860</td>
<td>$23,134</td>
<td>$23,596</td>
<td>$24,068</td>
<td>$24,550</td>
<td>$27,105</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,237,152</td>
<td>$1,261,711</td>
<td>$1,286,946</td>
<td>$1,312,685</td>
<td>$1,338,938</td>
<td>$1,478,296</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($92,773)</td>
<td>($94,628)</td>
<td>($96,521)</td>
<td>($98,451)</td>
<td>($100,420)</td>
<td>($110,872)</td>
</tr>
<tr>
<td>Games Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,144,199</td>
<td>$1,167,083</td>
<td>$1,190,425</td>
<td>$1,214,233</td>
<td>$1,238,518</td>
<td>$1,367,424</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<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>$49,140</td>
<td>$50,614</td>
<td>$52,133</td>
<td>$53,697</td>
<td>$55,308</td>
<td>$64,117</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$57,210</td>
<td>$58,354</td>
<td>$59,521</td>
<td>$60,712</td>
<td>$61,926</td>
<td>$68,371</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employen benefits</td>
<td>$164,376</td>
<td>$169,307</td>
<td>$174,386</td>
<td>$179,618</td>
<td>$185,007</td>
<td>$214,473</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$85,050</td>
<td>$87,602</td>
<td>$90,230</td>
<td>$92,936</td>
<td>$95,725</td>
<td>$110,972</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$52,452</td>
<td>$54,602</td>
<td>$56,812</td>
<td>$59,126</td>
<td>$61,544</td>
<td>$75,487</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$82,908</td>
<td>$85,395</td>
<td>$87,957</td>
<td>$90,596</td>
<td>$93,314</td>
<td>$108,176</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$50,400</td>
<td>$51,912</td>
<td>$53,469</td>
<td>$55,073</td>
<td>$56,726</td>
<td>$65,761</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$107,767</td>
<td>$111,000</td>
<td>$114,330</td>
<td>$117,760</td>
<td>$121,293</td>
<td>$140,611</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$37,800</td>
<td>$38,934</td>
<td>$40,102</td>
<td>$41,305</td>
<td>$42,544</td>
<td>$49,320</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$29,040</td>
<td>$29,911</td>
<td>$30,809</td>
<td>$31,733</td>
<td>$32,685</td>
<td>$37,891</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$689,143</td>
<td>$709,245</td>
<td>$729,939</td>
<td>$751,242</td>
<td>$773,172</td>
<td>$892,900</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$455,056</td>
<td>$457,838</td>
<td>$460,486</td>
<td>$462,991</td>
<td>$465,346</td>
<td>$474,523</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<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>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</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>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$97,811</td>
<td>$100,593</td>
<td>$103,245</td>
<td>$105,746</td>
<td>$108,101</td>
<td>$117,278</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$97,811</td>
<td>$198,404</td>
<td>$301,645</td>
<td>$407,391</td>
<td>$515,492</td>
<td>$1,031,343</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.27</td>
<td>1.28</td>
<td>1.29</td>
<td>1.30</td>
<td>1.30</td>
<td>1.33</td>
</tr>
<tr>
<td>COH Loan Subject to Cash Flow</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</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 proforma for points under §11.9(e)(1) relating to Financial Feasibility)

Sara Hale, SVP
Printed Name
02/25/2019
Date
Email: sara.hale@amegybank.com

Phone: 281-297-7944

Signature, Authorized Representative, Syndicator

Printed Name
Date
2/24/2019

If a revised form is submitted, date of submission: 2/24/2019
February 19, 2019

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

RE: Edison Lofts, Houston, TX – TDHCA #19327

Dear Donna:

The attached 15-year pro forma was prepared by EAF Edison 19 LP for the Edison Lofts located in Houston, Texas. The pro forma is consistent with the unit rental rate assumptions, total operating expenses, net operating income, and debt service coverage based on Amegy Bank’s current underwriting parameters and consistent with the loan terms indicated in the term sheet and is preliminarily considered feasible, pending further diligence review. The debt service for each year maintains no less than a 1.15 debt coverage ratio.

We acknowledge all proposed sources of capital as represented on the Schedule of Sources and further evidence that recognition by signing the attached Sources of Capital.

Amegy Bank is aware the Edison Lofts is located in a county declared by FEMA to be eligible for individual assistance within two years preceding December 1, 2018, and therefore is expected to close on or before the last business day in November, 2019.

Additionally, Amegy Bank has performed a preliminary review of the credit worthiness of EAF Edison 19 LP, DWR Development Group, LLC and Donna Rickenbacker. At this time Amegy Bank has no reservations with EAF Edison 19 LP 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.

Sincerely,

Sara Hale
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>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>$1,214,292</td>
<td>$1,238,578</td>
<td>$1,263,349</td>
<td>$1,288,616</td>
<td>$1,314,389</td>
<td>$1,451,191</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$22,680</td>
<td>$23,134</td>
<td>$23,596</td>
<td>$24,068</td>
<td>$24,550</td>
<td>$27,105</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$1,236,972</td>
<td>$1,261,711</td>
<td>$1,286,946</td>
<td>$1,312,685</td>
<td>$1,338,938</td>
<td>$1,478,296</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss ($92,773)</td>
<td>($94,628)</td>
<td>($96,521)</td>
<td>($98,451)</td>
<td>($100,420)</td>
<td>($110,872)</td>
<td>($122,412)</td>
</tr>
<tr>
<td>Rent Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$1,144,199</td>
<td>$1,167,083</td>
<td>$1,190,425</td>
<td>$1,214,233</td>
<td>$1,238,518</td>
<td>$1,367,424</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<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>$49,140</td>
<td>$50,614</td>
<td>$52,133</td>
<td>$53,697</td>
<td>$55,308</td>
<td>$64,117</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$57,210</td>
<td>$58,354</td>
<td>$59,521</td>
<td>$60,712</td>
<td>$61,926</td>
<td>$68,371</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$164,376</td>
<td>$169,307</td>
<td>$174,386</td>
<td>$179,618</td>
<td>$185,007</td>
<td>$198,473</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$85,050</td>
<td>$87,602</td>
<td>$90,230</td>
<td>$92,936</td>
<td>$95,725</td>
<td>$100,420</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$25,452</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>$107,767</td>
<td>$111,000</td>
<td>$114,330</td>
<td>$117,760</td>
<td>$121,293</td>
<td>$140,611</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$37,800</td>
<td>$38,934</td>
<td>$40,102</td>
<td>$41,305</td>
<td>$42,544</td>
<td>$49,320</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$29,040</td>
<td>$29,911</td>
<td>$30,809</td>
<td>$31,733</td>
<td>$32,685</td>
<td>$37,891</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$689,143</td>
<td>$709,245</td>
<td>$729,939</td>
<td>$751,242</td>
<td>$773,172</td>
<td>$892,900</td>
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<tr>
<td>NET OPERATING INCOME</td>
<td>$455,056</td>
<td>$457,838</td>
<td>$460,486</td>
<td>$462,991</td>
<td>$474,523</td>
<td>$478,404</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<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>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
<td>$357,245</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</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>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$97,811</td>
<td>$100,593</td>
<td>$103,241</td>
<td>$105,746</td>
<td>$108,101</td>
<td>$117,278</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$97,811</td>
<td>$198,404</td>
<td>$301,645</td>
<td>$407,391</td>
<td>$515,492</td>
<td>$1,078,940</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.27</td>
<td>1.28</td>
<td>1.29</td>
<td>1.30</td>
<td>1.30</td>
<td>1.33</td>
</tr>
<tr>
<td>COH Loan Subject to Cash Flow</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</td>
<td>$67,000</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 proforma for points under §11.9(e)(1) relating to Financial Feasibility)

Sara Hale, SVP  
Phone: 281-297-7944  
Email: sara.hale@amegybank.com  
Date: 02/25/2019  
Printed Name: Sara Hale, SVP

*Signature, Authorized Representative, Construction or Permanent Lender*

Date: 2/24/2019  
Printed Name: Sara Hale, SVP
### Schedule of Sources of Funds and Financing Narrative

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

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Lien Position</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>Amegy</td>
<td>Conventional Loan</td>
<td>$13,600,000</td>
<td>5.00%</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Amegy</td>
<td>Conventional Loan</td>
<td>$4,710,000</td>
<td>6.50%</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>City of Houston</td>
<td>Local Government Loan</td>
<td>$6,030,000</td>
<td>0.00%</td>
<td>$</td>
<td>1.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$1,500,000</td>
<td>$2,699,730</td>
<td>$13,498,650</td>
<td></td>
</tr>
<tr>
<td>Grant</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>DWR Development Group, LLC</td>
<td>$2,611,631</td>
<td>$34,198</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct Loan Match</td>
<td>$24,941,361</td>
<td>$24,942,848</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Sources of Funds: $24,941,361

Total Uses of Funds: $24,942,848
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).

Amegy construction and perm loans are dependent upon award of LIHTC in July and confirmation of $6.7M from COH. COH RFP for this round of funding closed 3/31 and there is no stated time frame of when the funds will be awarded and confirmed by City Council. However, COH HCCD is aware of the Readiness to Proceed requirements for this application and we anticipate the HOME funds will be awarded on or around the same time the LIHTC are awarded.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds.

No

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.

Rents are LIHTC less HA UA and MR rents are at HUD FMR. No other unusual revenue sources or assumptions.

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.

Sara Hale, SVP
Signed: [Signature] 02/25/2019
Printed Name
Date

Telephone: 281-297-7944
Email address: sara.hale@amegybank.com

If a revised form is submitted, date of submission: 2/24/2019
Via: E-Mail

February 25, 2019

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

RE: Edison Lofts, Houston, TX – TDHCA #19327

Dear Donna,

Zions Bancorporation, N.A dba Amegy Bank ("Lender") is interested in providing financing for the Property, as described below. Based on our discussions and the information you have presented to us, I am pleased to present the following "Term Sheet" as a preliminary outline of financing for your consideration. In this regard, I present the following proposed loan terms for your consideration:

General Information

Borrower: EAF Edison 19 LP, a to be formed single asset entity (the "Borrower").

Property: A 126 unit affordable multifamily rental housing project to be constructed on land located at approximately 7100 West Fuqua Drive, Houston, Fort Bend County, Texas 77489 (the "Property").

Purpose: To provide a “Mortgage Loan” for construction and permanent financing of a multifamily rental housing property and related facilities and improvements.

Security: A valid, first lien encumbering the Property along with an assignment of the plans, specs, equity contributions, leases, rents, architect/engineering contracts, construction contracts, licenses, permits, and other agreements.

Recourse: Full recourse to the Borrower. DWR Development Group, LLC and Donna Rickenbacker, (the "Guarantors") must sign a full unconditional guaranty at closing.

Upon satisfying the requirements for Amortization Commencement, as outlined in this Term Sheet, the Mortgage Loan will convert to a non-recourse loan and the guaranty shall become limited to certain circumstances occurring, such as fraud, misrepresentation, environmental issues, bankruptcy, etc.

office 281.297.7944  e-mail sara.hale@amegybank.com
Loan Terms

Loan Amount: The Mortgage Loan will be in an amount equal to the lesser of (a) $13,600,000 or (b) 80% of the Property's appraised value, as completed (including the value of the tax credits), based upon Lender's review of an approved third-party appraisal. The Mortgage Loan amount is based upon a total project cost of $24,942,848.

Permanent Loan Term Amount: The “Permanent Loan Term Amount” is estimated to be $4,710,000. The Permanent Loan Term Amount may not exceed 80% of the Property's appraised value "as stabilized" assuming restricted rents based upon Lender's review of a third-party appraisal, with a minimum underwritten debt service coverage ratio of 1.15 to 1 at project completion and stabilization based upon an underwritten interest rate of 6.50% with a 30-year amortization.

Equity Investment: $13,498,650 or such other amount acceptable by Lender, by tax credit investor who is acceptable to Lender. If at any time during the Loan Term Lender determines that the portion of the Loan Amount not yet advanced is insufficient to complete the remaining construction work due to an increase in the total project cost, Borrower will be required to contribute additional equity equal to the shortage prior to Lender advancing additional loan proceeds.

Equity installments will be used to fund development costs and/or pay down the Mortgage Loan to the Permanent Loan Term Amount.

Secondary Financing: Borrower has committed to obtain secondary financing from the City of Houston ("COH") in the amount of $6,700,000 ("Secondary Loan"). All secondary financing shall be subordinate in all respects to the liens of the Lender.

No additional secondary financing shall be permitted without prior written consent of the Lender.

Interest Rate: The Interest Rate on the Mortgage Loan is calculated by adding a base spread of 2.50% to the 30-day LIBOR rate adjusted monthly. (Currently, underwritten at a 5.00% rate)

The Interest Rate on the Permanent Loan Term Amount shall be fixed; • at a rate equal to the commensurate Swap Rate plus 2.60%, which shall be set within 5 days of closing. (Currently, underwritten at a 6.50% rate)

Loan Term: The term for the Mortgage Loan will be 20 years. (24 months construction period and 18 years permanent period).

At Borrower’s option, subject to the terms of the Loan Agreement, the construction period may be extended for (6) six months upon the payment of a .25% extension fee based upon the outstanding principal balance of the Mortgage Loan on that date, and the full and complete
satisfaction of certain other conditions as will be specified in the Loan Agreement.

If the extension option is exercised, the construction period will be 30 months and the permanent period will be 17 ½ years.

**Loan Payments:** Monthly payments for the Mortgage Loan will be interest only for the first 24 months, thereafter converting to principal and interest payments based upon a 30-year amortization period.

**Amortization Commencement:** "Amortization Commencement" is the date that the Mortgage Loan begins amortization which occurs after (1) completion of the Project, (2) principal balance of the Mortgage Loan reduced to the Permanent Loan Term Amount, (3) Project occupancy of 90% for 90 days, (4) operating performance at a debt coverage ratio of no less than a 1.15 to 1 for 90 days and (5) satisfaction of the limited partnership requirements. Amortization Commencement is not to occur later than 24 months from loan closing. The debt coverage ratio calculation will include principal, interest, operating expenses, any and all taxes payable, insurance and replacement reserves, and use the actual rate locked at closing and a 30-year amortization.

**Construction Completion:** Project construction must be completed within 15 months of loan closing.

**Construction Contract:** Borrower must provide one or more, fixed cost construction contract(s) for an aggregate cost consistent with the budget approved by Lender. Lender must approve the financial condition of the Contractor(s) to determine if any bonding will be required. Any lien rights of the Contractor(s) shall be subordinate to liens of the Lender.

**Advances:** Project costs will first be funded from the equity deposited with Lender (as it is funded) and second from the proceeds of the Secondary Loan (as it is funded according to its terms) and thirdly from the Mortgage Loan. None of the proceeds of the Mortgage Loan will be made available to Borrower unless and until the entire amount of the first equity payment has been deposited with Lender and disbursed to Borrower in accordance with the terms of the Loan Agreement.

Construction draws can be submitted for consideration by Lender on monthly basis. All advances are subject to the terms of the Loan Agreement and other loan documents which use percentage of completion with a 10% retainage (except for materials) for determining each advance. When the stage of construction is determined to be 90% complete, the retainage held will be reduced to 5%.

When the stage of construction is determined to be 50% complete, Borrower may request a release of retainage for the initial subcontractors whose work is complete. Borrower must provide to Lender a list detailing each subcontractor, the original contract amount and the retainage amount to be released. At the draw following the
release of retainage, the Borrower must supply a final lien waiver from each of the released subcontractors.

**Developer Fees & Overhead:** Developer fees and overhead may be paid based on a mutually agreed upon schedule between the Lender and the tax credit investors.

**Inspections:** An independent inspection firm will verify draw requests involving hard construction costs. The cost of the inspections will be paid for by the Borrower. Any testing reports that the Borrower receives during construction should be forwarded to Lender so these reports can be provided to Lender's inspecting engineer.

**Prepayment:** The Mortgage Loan may be prepaid at any time subject to a "Prepayment Penalty", which shall be based on the following:

- 1st - 5th Year of Mortgage Loan – 1%
- 6th Year of Mortgage Loan and thereafter – 0%.

Notwithstanding the foregoing, the Mortgage Loan balance may be reduced by up to 10%, without penalty, at time of Amortization Commencement.

**Loan Closing Date:** Amegy Bank is aware the Edison Lofts is located in a county declared by FEMA to be eligible for individual assistance within two years preceding December 01, 2018, and therefore is expected to close on or before the last business day in November 2019.

**Funds and Accounts**

**Tax and Insurance Escrow:** An escrow account will be required for real estate taxes, assessments and insurance premiums commencing the month following conversion.

**Capital Improvement Reserve:** The Lender will establish a designated escrow account for the Capital Improvements Reserve. Borrower shall make monthly deposits to said account in the amount of $3,150 per month for replacement items commencing the month following conversion.

**Reserves:** A Rent Up Reserve must be included in the development budget equal to $50,000. These funds may be drawn during the lease-up phase up until Amortization Commencement.

An Operating Reserve must be included in the development budget equal to $522,800 for future operating deficits after Amortization Commencement.

**Deposits and Fees**

**Expense Deposit:** An Expense Deposit is not required. However, Borrower agrees to pay for any Lender ordered third party reports, such as the appraisal.
**Origination Fee:** Borrower agrees to pay Lender non-refundable "Origination Fees" in an amount equal to 1% of the Mortgage Loan amount and 1% of the Permanent Loan Amount at closing.

**Legal Fees:** Borrower agrees to pay Lender's legal fees incurred in connection with the preparation and negotiation of the loan documents.

**Broker Fees:** It is Lender's understanding that no mortgage broker is involved in this transaction. No broker's fees will be paid by Lender or from any fees due Lender.

THIS TERM SHEET REFLECTS LENDER'S PRELIMINARY INTEREST IN EXPLORING THE POSSIBILITY OF A CREDIT ARRANGEMENT AND WILL NOT BE BINDING ON THE LENDER OR THE ADDRESSEE. The terms proposed herein are subject to revision at Lender's discretion. Should Lender enter into a credit relationship with the borrower, documents may contain additional or different terms, covenants, and conditions. This term sheet may not be contradicted by evidence or any alleged oral agreement, may not be disclosed, and may not be relied upon for any purpose without Lender's prior written consent.

This term sheet is provided as an outline of terms only and is not to be considered a commitment by Lender to lend at a contract rate of interest. Any commitment by Lender is subject to further due diligence, including but not limited, to the following:

- The receipt, review and acceptance of an appraisal to be commissioned by Lender,
- The receipt, review and acceptance of an environmental report for the project,
- Verification of the source of the Equity Investment,
- Evidence of permissive zoning, adequacy of parking, and flood zone determination,
- A review of the apartment market in Houston, Fort Bend County, Texas,
- Acceptability of the financial condition, credit worthiness and references of the Borrower and each Guarantor with no material change in the information prior to closing, and
- Review and final approval by the loan committee of Lender.

Sara Hale

office 281.297.7944  e-mail sara.hale@amegybank.com
February 25, 2019

EAF Edison 19, L.P.
Attn: Ms. Donna Rickenbacker
DWR Development Group, LLC
6300 West Loop South, Ste 670
Bellaire, TX 77401

Re: Edison Lofts

Dear Ms. Rickenbacker:

On behalf of National Equity Fund, Inc. (“NEF”), I am pleased to provide this Letter of Intent (“Letter”) which outlines the principal business terms of our proposed investment in the above-named Project. We invest through our affiliate, NEF Assignment Corporation (“Assignment Corporation”), by purchasing a [99.99%] interest in the Limited Partnership formed to own and operate the Project. When we refer to “NEF,” we mean National Equity Fund, Inc. and its affiliates, including without limitation Assignment Corporation. As a preliminary matter, I will note that the terms of this Letter are based on certain assumptions which are incorporated in the corresponding TDHCA application. Changes in those assumptions may result in changes to the terms of our proposed investment.

Upon your acceptance of this Letter, we will begin our standard due diligence activities. Upon successful completion of our due diligence and receipt of internal approvals, we will prepare a Limited Partnership Agreement, based on our current model form (“Limited Partnership Agreement”), and related closing agreements. These agreements will incorporate the terms appearing in this Letter, subject to any modifications that may be required to obtain final investment approval. We will then proceed to close this investment. NEF is aware that the applicant is seeking Readiness to Proceed points included in the 2019 QAP because the site is located in a FEMA declared disaster county. NEF is aware of the requirement to close on or before the last business day in November 2019 and fully intends to work with applicant to meet this required deadline. NEF and DWR partnered on DWR’s 2018 9% project, Somerset Lofts, which was closed successfully by October 31, 2018 to meet 2018’s readiness requirement. NEF has reviewed the following complete due diligence as of the issuance of this letter:

1. The financial feasibility of the Project including the review of site location (market study to be reviewed by May 1, 2019);
2. The financial capacity of the Guarantors;
3. Survey and title commitment;
4. Site feasibility study

...
1. **Property Information**

The Project consists of a proposed LIHTC, multifamily community which will consist of 126 units for families located in Houston, TX. 107 units will be set aside for tenants with incomes at or below 60% of Area Median Income with the remaining 19 units unrestricted at market rents.

2. **Property Ownership**

Limited Partnership: EAF Edison 19, L.P. (the “Limited Partnership”)

General Partner: EAF Edison GP, LLC - 100% owned by Edison Arts Foundation, Inc. (Texas non-profit) (“EAF”)

Special Limited Partner: DWR Development Group, LLC (“DWR”) – 100% owned by Donna Rickenbacker

Co-Developers: EAF & DWR

Guarantors: DWR and Donna Rickenbacker. NEF has reviewed the entities and principals involved and has no reservations at this time.

Limited Partner: One or more investor funds, limited partnerships or limited liability companies of which NEF or its affiliate is the general partner or managing member, or Assignment Corporation, as nominee, on behalf of one or more such entities.

3. **Project Financing**

A. **Construction Loan.** The Limited Partnership expects to receive a construction loan term sheet or commitment for the Project from BBVA Compass of approximately $13,600,000 for an initial term of at least 24 months and a 6 month extension at an estimated 5.0% interest rate.

B. **Permanent Financing.** The permanent financing on the project is as follows: (All loans are non-recourse loans, unless otherwise noted, and all financing structures must be acceptable to NEF.)

<table>
<thead>
<tr>
<th>Lender</th>
<th>Lender/Source</th>
<th>Amount</th>
<th>Interest Rate</th>
<th>Term</th>
<th>Amort</th>
<th>Hard/Soft Debt</th>
<th>Available During Const. (y/n)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>Amegy</td>
<td>$4,710,000</td>
<td>6.5%</td>
<td>20</td>
<td>30</td>
<td>Hard</td>
<td>No</td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>City of Houston</td>
<td>$6,700,000</td>
<td>1.0%</td>
<td>30</td>
<td>N/A</td>
<td>Soft</td>
<td>Yes – 90%</td>
</tr>
</tbody>
</table>

NEF acknowledges the amounts and terms of all sources on the Schedule of Sources attached. Permanent amortizing debt must be a fixed-rate commitment for a minimum of 15 years with terms acceptable to NEF.
4. Timing Assumptions

This Letter is based on the following timing assumptions:

<table>
<thead>
<tr>
<th>Benchmark</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limited Partnership Closing</td>
<td>11/29/19</td>
</tr>
<tr>
<td>Construction Start</td>
<td>11/29/19</td>
</tr>
<tr>
<td>Placed In Service Date</td>
<td>9/1/21</td>
</tr>
<tr>
<td>100% Qualified Occupancy</td>
<td>4/1/22</td>
</tr>
<tr>
<td>Stabilized Occupancy</td>
<td>7/1/22</td>
</tr>
</tbody>
</table>

If these timing assumptions are not met, the terms of our proposed investment are subject to change. The term “Tax Credit Compliance Period” means, for each building in the Project, the 15 taxable years beginning with the first taxable year of the ‘Credit Period’, as defined in Section 42 of the Internal Revenue Code, as amended (“Code”).

5. Tax Credit Price and Pay-In Schedule

The Limited Partner will purchase the Tax Credits described in Paragraph 6 for a total purchase price of $13,498,650 (“Capital Contributions”), or $0.90 cents for each $1.00 of projected Tax Credits on an annual Tax Credit award of $1,500,000. Proceeds of the Capital Contributions will be used to fund Project equity (“Project Equity”) and the non-deferred portion of the Developer Fee (“Non-Deferred Developer Fee”). NEF will advance Project Equity and the Non-Deferred Developer Fee in installments, based upon its determination that the conditions specified in the Limited Partnership Agreement for payment of that installment (“Applicable Conditions”) have been met. We make this determination based on our review and approval of certain documents you provide to us. Equity disbursements during construction are expected to be made through the construction lender’s escrow or, if there is no construction lender, through a title company using a disbursement agreement acceptable to NEF. We currently expect installments of Project Equity will be paid according to the schedule below. The schedule identifies some of the Applicable Conditions that will apply to each payment.

A. First Installment: $2,699,730 (20.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

   (i) Admission of NEF to the Limited Partnership and commencement of construction.

   (ii) $55,000 of this installment will be utilized to pay NEF’s syndication fee which will cover all of NEF’s closing cost

B. Second Installment: $4,049,595 (30.0%). The Applicable Conditions for this payment will include satisfactory evidence or approval of:

   (i) Completion of 100% of Project construction (final lien waivers);

   (ii) Temporary (or, if available, Final) Certificates of Occupancy;
(iii) Architect’s certification indicating that all the work has been
completed substantially in accordance with plans and specifications;
(iv) Satisfaction of the 10% Carryover Allocation requirements (if not
addressed at Closing);
(v) Owner’s title insurance policy in final form;
(vi) Architect’s certification indicating that all the work has been completed
substantially in accordance with plans and specifications;
(vi) Draft Cost Certification verifying the Tax Credit basis;

C. Third Installment: $6,074,393 (45%). The Applicable Conditions for this
payment will include satisfactory evidence or approval of:

(i) 100% Qualified Occupancy of all Project Tax Credit Units;
(ii) Funding of the Project’s permanent loan and receipt of executed
permanent loan documents in approved form;
(iii) Payment of any amounts required by the General Partner’s
Development Completion Guaranty;
(iv) Achievement of Stabilized Occupancy (generally defined as at least
93% occupancy with a Debt Service Coverage Ratio of 1.15x or better
for a three consecutive month period after construction completion.
(vi) Completion of any outstanding punch list items;
(vii) Owner’s date down title insurance coverage;
(viii) “As-Built” ALTA survey;
(ix) Final lien waivers from the General Contractor;
(x) If applicable, receipt (or evidence of filing) of real estate tax abatement;
(xi) Final Certificates of Occupancy, if not previously provided;
(xii) Final Cost Certification verifying the Tax Credit basis;
(xiii) Funding of Project reserves (or funding with the proceeds of this
installment) at the required levels;
(xiv) If applicable, satisfaction of radon testing requirements;
(xv) Recorded Extended Use Agreement; and

D. Fourth Installment: $674,932 (5%). The Applicable Conditions for this
payment will include satisfactory evidence or approval of:

(i) The first year’s tax return and K-1;
(ii) Fully executed Form 8609 for all Project buildings; and

6. Developer Fee

The Developer will earn a fee for development services in the total amount of
$2,861,631 (the “Developer Fee”). $34,198 is projected to be deferred and will be paid from
cash flow. If for some unforeseen reason a portion of the Developer Fee is deferred it will be
payable from cash received from the operation of the Limited Partnership, after payment of debt
service and operating expenses (“Cash Flow”), during the Tax Credit Compliance Period. Any
principal balance and/or accrued interest on the Deferred Developer Fee remaining unpaid by
the end of the eleventh (11th) year of the Tax Credit Compliance Period must be paid in full by
the General Partner. Cash developer fee will be funded as follows: 25% at First Installment, 25% at Second Installment, 40% at Third Installment, and 10% at Fourth Installment. Pay-ins subject to final underwriting and approval.

7. Reserve Requirements

A. Operating Reserve. $523,194, will be funded from a portion of the Limited Partner’s Capital Contributions. The General Partner will be permitted to use funds in the Operating Reserve account prior to any draw on its Operating Deficit Guaranty obligation. We approve all withdrawals from the Operating Reserve account. This Operating Reserve account remains with the Limited Partnership through the Tax Credit Compliance Period and any funds in the account at the end of that period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

B. Rent Up Reserve. $75,000, will be funded from a portion of the Limited Partner’s Capital Contributions.

C. Replacement Reserve. The General Partner must fund the Replacement Reserve account in the annual amount of $300 per unit per year (to be increased annually by 3% per annum from Project revenues throughout the Tax Credit Compliance Period. We must approve withdrawals that in the aggregate during any calendar year exceed the lesser of (i) $5,000 or (ii) ten percent (10%) of the amount then remaining in the Replacement Reserve account. Any funds remaining in the Replacement Reserve account at the end of the Tax Credit Compliance Period will be distributed according to the priorities identified for Sale/Refinancing proceeds under Paragraph 13 hereof.

8. General Partner Guaranties and Other Obligations

A. Development Completion Guaranty. Guarantors will provide an unlimited guarantee of development completion which includes payments required for construction completion, funding of any operating deficits prior to Stabilized Occupancy, and conversion of the construction loan to a right-sized permanent loan having debt service requirements consistent with targeted debt service coverage levels. The General Partner will provide monthly reports to us during construction. The general contractor will provide (i) either a Stipulated Sum Contract or a Guaranteed Maximum Price Contract (using the current AIA form of agreement), and (ii) either a letter of credit equal to 15% of the total construction cost or a 100% payment and performance bond.

B. Operating Deficit Guaranty. Guarantors will provide an Operating Deficit Guaranty in the amount of $523,194 until the Project has maintained a 1.15 annual Debt Service Coverage Ratio for two consecutive years after the third anniversary of the date Stabilized Occupancy is achieved. If at the end of that period the Operating Reserve is not funded at the level specified in Paragraph
7. Aabove, the Operating Deficit Guaranty will remain in effect until the General Partner causes the Operating Reserve to be funded at the required level in the manner provided in the Limited Partnership Agreement.

C. **Repurchase.** Guarantor is required to repurchase the Limited Partner’s interest if certain major adverse events occur that threaten the continuing viability of the Project or its ability to generate the projected Tax Credits. The conditions triggering this repurchase obligation and the repurchase amount are described in detail in the Limited Partnership Agreement.

D. **Environmental Indemnification.** Guarantor will provide an environmental indemnification with regard to the presence of any hazardous substances or the existence of other environmental conditions at the Project Property. Our standard environmental indemnification provisions are contained in the Limited Partnership Agreement.

9. **Limited Partner Transfers**

The Limited Partner will have certain rights to transfer its interest in the Limited Partnership, including the right to withdraw from the Limited Partnership at any time after the Limited Partner has satisfied its obligation to pay Capital Contributions and the right to put its interest to the General Partner upon the expiration of the Tax Credit Compliance Period.

10. **Reports**

During the term of our investment, the General Partner will provide the following reports: (i) quarterly management and financial reports for the Limited Partnership, (ii) state and federal tax returns, (iii) monthly construction status and lease-up reports, (iv) copies of all construction loan draw requests, (v) annual audited financial statements for the Limited Partnership prepared in accordance with generally accepted accounting principles (GAAP), (vi) annual budget, and (vii) other information regarding significant Limited Partnership operations. The General Partner is required to submit such reports to the Limited Partner within the time frames established by the Limited Partnership Agreement. The fiscal year of the Limited Partnership will be the calendar year unless otherwise specified by us.

11. **Summary**

This Letter summarizes the general terms and conditions of our investment which will be further detailed in the Limited Partnership Agreement. If these terms are acceptable to you, please sign and return this Letter to:

Jason Aldridge  | Vice President of Originations
NATIONAL EQUITY FUND ®
5332 Longview St
Dallas, TX 75206
Phone (972) 741-5150
This Letter is valid until July 31, 2019 with an LPA closing no later than November 29, 2019. If this Letter is not signed by you prior to such date due to changes in market conditions or other assumptions on which this Letter is based, we will extend the date so long as you continue to work with us in good faith to restructure the transaction in a mutually satisfactory manner. We reserve the right to terminate this Letter at any time if we determine that such efforts are not likely to lead to a result reasonably satisfactory to us within a reasonable period of time not to exceed sixty (60) days from the date of this Letter.

By signing this Letter, and in consideration of the cost and expense incurred or to be incurred by us in conducting due diligence documentation and review, the Sponsor/General Partner hereby grants NEF or its affiliate the right to acquire a 99.98% interest in the Limited Partnership and the exclusive right to syndicate the Tax Credits generated by the Project. Our exclusive right to syndicate the tax credits shall continue until the earlier of (i) the date that occurs two years from the date of this letter or (ii) the date on which we agree in writing to terminate its exclusive right to syndicate the Tax Credits. Also, by executing this Letter you hereby authorize us to make any credit inquiries that we may deem necessary as part of its underwriting. These credit inquiries may be performed on the General Partner, Sponsor/Developer, Guarantors, or any other entities as determined to be necessary by us.

As next steps, we will perform a site visit and conduct document review and other due diligence activities to verify the information that has been provided and will be provided and the assumptions contained in the Projections. Our ability to recommend this proposed investment for final internal approval will depend upon a satisfactory outcome to these due diligence activities. Final internal approval requires action by our Investment Review Committee. If the committee grants approval, we will prepare the Limited Partnership Agreement and discuss with you and your attorneys all closing documentation and checklist items. This Investment Review Committee must approve this investment and the closing must occur by the date shown in Paragraph 5 above. We reserve the right to terminate this Letter if we determine that any of the conditions described in this paragraph have not or will not be met in a timely manner.

Upon receipt of this Letter executed by you, NEF will continue its due diligence on the Project investment. At your request, we may engage outside counsel to draft documents and conduct legal reviews prior to approval of this transaction by our Investment Review Committee, on the condition that you assume responsibility for payment of our legal fees if the transaction is not approved or does not close due to a change of assumptions incorporated in the Projections or other reasons outside of NEF’s control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
We look forward to working with you and your organization on this important affordable housing project in your community.

Sincerely,

NATIONAL EQUITY FUND, INC.

Jason Aldridge, Vice President
### Schedule of Sources of Funds and Financing Narrative

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

#### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$</td>
</tr>
</tbody>
</table>

#### Debt

- **TDHCA**
  - **MF Direct Loan Const. to Perm. (Repayable)**: $0, 0.00%, $, -
  - **MF Direct Loan Const. Only (Repayable)**: $0, 0.00%, $, -
  - **Multifamily Direct Loan (Soft Repayable)**: $0, 0.00%, $, -
  - **Mortgage Revenue Bond**: $0, 0.00%, $, -

#### Third Party Equity

- **National Equity Fund**: HTC, $1,500,000, $2,699,730, $13,498,650, 0.9

#### Grant

- **$11.9(d)(2)LPS Contribution**: 

#### Deferred Developer Fee

- **DWR Development Group, LLC**: $2,611,631, $34,198

#### Other

- **Direct Loan Match**: 

### Total Sources of Funds

- **$24,941,361**

### Total Uses of Funds

- **$24,942,848**
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).

Amegy construction and perm loans are dependent upon award of LIHTC in July and confirmation of $6.7M from COH. COH RFP for this round of funding closed 3/31 and there is no stated timeframe of when the funds will be awarded and confirmed by City Council. However, COH HCCD is aware of the Readiness to Proceed requirements for this application and we anticipate the HOME funds will be awarded or around the same time the LIHTC are awarded.

Describe the replacement reserves. Are there any existing reserve accounts that will transfer with the property? If so, describe what will be done with these funds. No

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.

Rents are LIHTC less HA UA and MR rents are at HUD FMR. No other unusual revenue sources or assumptions.

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.

Sara Hale, SVP
Printed Name
02/25/2019
Date

Signature, Authorized Representative, Construction or Permanent Lender

Telephone: 281-297-7944
Email address: sara.hale@amegybank.com

If a revised form is submitted, date of submission: 2/24/2019
February 26, 2019

EAF Edison 19, LP (tbf),
6300 West Loop South, Suite 670
Bellaire, TX 77401

Re: Edison Lofts

Attention: Donna Rickenbacker

In response to your request for financing for your proposed development, Edison Lofts; we are pleased to provide you with this acknowledgement of receipt and disclosure of terms and conditions by the Housing and Community Development Department of the City of Houston (“the City”). This letter contains an outline of terms only. This letter does not represent a commitment by the City or create any obligation whatsoever on the City’s part as it has not received approval by city council.

ADDRESS: 7100 W. Fuqua Dr., Houston, TX 77489
PURPOSE: To provide permanent term gap financing towards the new construction of a 120-unit single family development.
AMOUNT: The loan requested is $6,700,000.
LOAN TERM: The loan term will be for a 20-year period that will include a 24-month construction period.
PAYMENT TERMS: The loan will be payable with non-amortizing interest only payments to commence 24 months after closing, subject to available cash flow. A portion of the loan balance will be payable in event of sale or cash out refinance, prior to maturity.
LOAN RATE: The rate will be equal to 1.0%.

The City will close the Notice of Funding Availability for its multifamily program on March 29th, 2019 and will make its recommendations for awards by June 1, 2019. Afterwards, the recommended applications will be underwritten and submitted for city council approval. The City is aware the applicant’s TDHCA Housing Tax Credit application has elected to close its financing by no later than November 30, 2019.

Sincerely,

Ray S. Miller
Assistant Director
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:

   Yes  If attempting to score as a Qualified Nonprofit, Application is applying under the Nonprofit Set-Aside

   No   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: 51.00%
   Cash flow from operations: 10.00%
   Developer Fee: 10.00%

   Total: 71.00%  (Must equal at least 50% regardless of structure)

   Yes  The Qualified Nonprofit or certified HUB will materially participate in the Development and the operation of the Development throughout the Compliance Period.

   Yes  A detailed narrative describing how that material participation will be achieved is included.

   Yes  The Qualified Nonprofit or certified HUB has experience directly related to the housing industry.

   Yes  A detailed narrative describing experience in each category is included.

Mark all that apply


No Principals of the Qualified Nonprofit or HUB are related Parties to any other Principals of the Applicant or Developer.

Evidence of experience in the housing industry and a statement regarding material participation are provided behind this tab.

Points Claimed: 2

2. Application is attempting to score as a participating Nonprofit or certified HUB and meets the criteria below:

   A certified HUB will participate in Development Services or provide onsite tenant services, and evidence of the HUB’s existence from the Texas Comptroller of Accounts is provided behind this Tab.

   A Nonprofit will participate in Development Services or provide onsite tenant services, and evidence from a state or federal source of the organization’s nonprofit status is provided behind this Tab.

   Evidence of experience in the provision of Development Services or in the provision of on-site tenant services as well as a detailed narrative describing how the HUB or Nonprofit will provide such services must be included behind this tab.

Points Claimed: 0

Total Points Claimed: 2
STATEMENT OF EXPERIENCE AND MATERIAL PARTICIPATION

Background

EAF Edison 19 LP, a to be formed Texas limited partnership (the "Partnership"), will own and operate a housing tax credit residential rental project located in the City of Houston, Fort Bend County, Texas, to be known as Edison Lofts (the "Project"). EAF Edison GP, LLC, a to be formed Texas limited liability company ("General Partner") will serve as the general partner of the Partnership and DWR Development Group, Inc., a Texas limited liability company ("DWR") will serve as the special limited partner of the Partnership. Edison Arts Foundation, Inc., a 501(c)(3) non-profit corporation ("EAF") will serve as the sole member of the General Partner and as a co-developer with DWR (collectively, the "Developers"). The Developers will enter into a development agreement with the Partnership to provide development services for the Project. EAF is a qualified non-profit and will materially participate in the ownership, development and operation of the Project, and will receive allocations of ownership interests, cash flow, and developer fee for the Project.

The Partnership has applied for points (the "Sponsor Characteristics Points") under §11.9(b)(2) of the 2019 Qualified Allocation Plan from the Texas Department of Housing and Community Affairs (the "TDHCA"). This Material Participation Plan sets forth the role of EAF in the development and operation of the Project, as well as the shares of ownership interests, developer fee, and cash flow to be allocated to EAF.

Experience

EAF has as one of its purposes the “creation of safe, decent, affordable housing for every low income, low income and moderate income residents”. Several members of the EAF board have housing experience including Brandon Herndon, a mortgage broker and realtor and Bonita Billings, a real estate investor. She also redevelops several of the investment properties.

Material Participation

During the Compliance Period (as defined in §42(i) of the Internal Revenue Code), EAF will materially participate in the development and operation of the Project. EAF will devote such time and effort as necessary to assist in the development of the Project and such time and effort as necessary to operate the Project. During the development of and throughout the Compliance Period for the Project, EAF will maintain its non-profit status with the IRS.

1. Development of the Project. EAF will engage in development activities that will include without limitation to the following during the development phase of the Project:
   
   (i) Assist the Partnership in the design of the Project;

   (ii) Review the Project's plans and specifications; and

   (iii) Assist the Partnership in obtaining all local approvals and permits necessary for the construction of the Project.
2. Construction of the Project. EAF will engage in construction activities during the construction phase of the Project that will include without limitation assisting the Partnership and its General Contractor in the review of construction loan draw requests to the construction lender;

   (i) attend construction progress meetings with the contractor and/or subcontractors;

   (ii) review any changes to the Project sources and uses;

   (iii) review any changes to the Project completion schedule;

   (iv) participate in design and construction activities; and

   (v) attend meetings with sources of financing, including the construction lender.

3. Operation of the Project. The EAF will materially participate in all aspects of operating the Project throughout the Compliance Period, including without limitation to the following services:

   (i) determine the housing needs of low income families, and the manner in which the Project can be developed in a cost-effective manner to serve such needs;

   (ii) coordinate with local service agencies, including housing authorities, welfare and social services departments, churches and other organizations operating for the purpose of assisting low-income families, and advise such agencies about the availability of the Project as desirable housing for low-income families, and promote and encourage such agencies to refer potential residents to the Project;

   (iii) consider ways in which the availability of the Project as suitable housing for low income families may be made more widely known in the community;

   (iv) obtain information from and consult with low income tenants in the Project as to services which might be provided to such tenants by the Partnership;

   (v) obtain information from and consult with residents concerning social and educational services from the community which might be provided at the Project;

   (vi) ensure that the Project is developed and operated as a low-income housing project in accordance with Section 42 of the Code and in compliance with TDHCA rules and regulations;

   (vii) assist in supervising the management agent in the overall day-to-day management of the Project;

   (viii) review the annual operating budget for the Project;

   (ix) review any changes to the Project's marketing plan or management
plan; and
(xi) perform all of its duties as set forth in the partnership agreement with the equity investor.

Ownership, Cash Flow, and Developer Fee

The share of ownership by the ERF will be 100% of the General Partner interest in the Partnership. The overall ownership interests in the Partnership will be 99.98% by the investor limited partner and 0.01% by General Partner.

The share of cash flow from operations to be allocated to the ERF will be no less than 5%.

ERF’s share of the developer fee will be no less than 5%.

In no event will the combination of ownership, cash flow from operations, and developer fee shares be less than 50%. In no event will the percentage share for each of these categories (ownership, cash flow, developer fee) be less than 5%.

Concluding Statement

EAF will materially participate in the development and operation of the Project throughout the Compliance Period. The Partnership will allocate ownership interests in the General Partner, cash flow shares, and developer fee splits to EAF that total at least 50%. The share for each of these categories will be at least 5%.
Bonita Billings  
6202 Copin Lake Lane, Missouri City, Texas 77459  
Home: 832-440-0348 - Cell: 832-964-4012  
Bonitab139@aol.com

Results-oriented individual who excels in meeting customer needs and delivering solutions. I'm trained in building strategic network ties and increasing sales revenues. Built and maintain strong customer relationships. I'm a responsive and organized business owner indebted at managing intense demands of multiple existing customer accounts.

**Highlights:**
- Business Owner
- Strong interpersonal skills
- Strong communications and management skills

**Experience:**

**B's Wine Bar**  
**Owner**  
April 2017 to Current

**Owner/Marketing/Account Manager**  
October 2010 to Current  
**Health Fit Pharmacy LLC** – Houston, Texas  
Grew customer base from two clients to two hundred clients in a two-year period. Completed on average ten weekly outbound calls to doctors generating a strong database to steadily increase sales. I wrote, proofed and edited sales proposals and correspondence addressing how to improve sales and grow client base. Addressed customer questions and concerns regarding medicinal products, prices and availability. I consistently secure new accounts, resulting in a 5% increase in a year and it continues to increase.

**Real Estate Investor / Property Management**  
May 2001 to Current  
**Babb's Realty Inc.** – Houston, Texas  
My company manages thirteen units in Houston and surrounding area and is actively involved in all functions directly impacting occupancy and the physical property. I interview potential applicants, managed leased agreements, and make sure the physical appearance of the property is well maintained.

**Owner/Director**  
September 2000 to September 2008  
**BTB Learning Center** – Houston, Texas  
Setup policy and procedures for learning center and I made sure families and staff members were aware of the policies. It was my responsibility to ensure the safe and caring management of all the children entrusted to my care.

**Education:**

**Texas Southern University** 1994  
Houston, Texas  
Environmental Science  
Bachelor of Science

**Thurgood Marshall School of Law** 1997  
Houston, Texas  
Juris Doctorate in Law

References Upon Request
May 28, 2019

Via Email – edisonartsfoundation@gmail.com

Charity Carter
Edison Arts Foundation
1959 Texas Parkway
Missouri City, TX 77489

Re: TDHCA No. 19327; Edison Lofts

Dear Charity,

In connection with our application for funding assistance to construct Edison Lofts at 7100 W. Fuqua Dr., Houston, Fort Bend County, Texas 77489, the Texas Department of Housing and Community Affairs (TDHCA) has requested clarification regarding my experience relating to the housing industry.

My entire career has involved housing. Since 2014, I have held a mortgage loan origination license in the State of Texas and have served as a Loan Officer for three mortgage brokers in the Houston area and am currently affiliated with Diversified Home Mortgage Inc. In the Loan Officer role, I work with home buyers and help them understand their loan options and the various programs that may be available to finance their home purchase.

I am currently a business consultant to Farmers Insurance Agency Owners that are looking to take their businesses to the next level. I owned a State Farm Insurance Company and was President and Chief Marketing Officer of Total Risk Advisors Insurance through April of 2019 for a combined 19 years of service to this industry. Our products include life, auto and homeowner insurance. We also provided financial and investment services to homeowners and small businesses. At Total Risk Advisors I was primarily responsible for all leadership activities around Casualty and Financial Services.

I hold the following licenses:

1. Securities License (Series 6 and 63);
2. Financial Advisor Certification; and
3. Mortgage License (No. 1397748)
4. Licensed Realtor

I also serve on the Board of Directors for the Brays Oaks Management District in Houston (the “District”). The District is home to over 70,000 residents and the Board of Directors are responsible for attracting public and private capital investment, providing professional management of the area’s needs, and promoting the District as a premier place to invest, work, and live. The District is empowered to finance services and projects related to public-safety, mobility and transportation, environmental and urban design, and business and economic development. The Board of Directors regularly evaluates projects of all kinds, including housing and how the project fits with the District and its character.
Finally, in addition to being a board member of the District and the Edison Arts Foundation, I am minister of financial education for the Foundation of Praise Church. We have 20k+ members. I am very hopeful that if we are successful with our TDHCA funding efforts, I can use my housing and financial experience to make Edison Lofts a successful development in our neighborhood.

Please feel free to contact me if you have any further questions.

Sincerely,

Brandon J. Herndon
(281) 409-4222 - cell
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

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

In the case of:

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

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

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

Org. Chart Example:

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

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

If a revised chart is submitted, include the date of submission!
Edison Lofts
TDHCA #19327
Developer Organizational Chart

Co-Developers

Edison Arts Foundation, Inc.
A Texas 501(c)(3) non-profit
10%

Officers
Robertha LaCharity Carter, President
Lillian Anthony, Treasurer
Felecia Peters, Secretary

No Ownership
Board of Directors
Dr. Jonita Reynolds, Board Member
Dawn Hurd, Board Member
Glenn Bailey, Board Member
Kathy Johnson-Green, Board Member
Bonita Billings, Board Member
Crystal Edwards, Board Member
Lynn Kelly, Board Member
Brandon Herndon, Board Member
Bertha Edison, Board Member
Linda Taylor, Board Member
Angel Patton, Board Member

DWR Development Group, LLC
A Texas Limited Liability Company
(Certified HUB)
90%

Donna Rickenbacker
Sole Member
100%
Edison Lofts
TDHCA #19327
Guarantor Organizational Chart

Guarantor

DWR Development Group, LLC
A Texas Limited Liability Company
100%

Donna Rickenbacker
Sole Member
100%
# List of Organizations and Principals

Provide the requested information for all partnerships, corporations, limited liability companies, trusts, or any other public or private entity and their Affiliates identified on the Owner and Developer Organization Charts. Organizations that own or control other organizations should also be identified until the only remaining sub-entity would be natural persons. Organizations that are Developers and/or Guarantors must also be listed on this form as must any organization (and natural person whose ownership interest in an applicable entity is direct instead of via membership in an organization) that will receive any portion of the developer fee whether by subcontract or otherwise, except if the Person is acting as a consultant with no Control. (Note - Entity Names, Principals, and ownership percentage should coincide with the Owner and Developer Organization Charts).

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<table>
<thead>
<tr>
<th>Applicant Legal Name:</th>
<th>EAF Edison 19 LP (tbf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1959 Texas Parkway</td>
</tr>
<tr>
<td>City:</td>
<td>Missouri City</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip:</td>
<td>77489</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td>Applicant</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
</tr>
<tr>
<td>Date formed:</td>
<td>Legal Org is or will be: Limited Partnership</td>
</tr>
<tr>
<td></td>
<td>Phone: (713) 459-4929</td>
</tr>
<tr>
<td>Email: <a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td></td>
</tr>
</tbody>
</table>

| Org. 1 Organization Legal Name: | EAF Edison GP, LLC (tbf) |
| Address: | 1959 Texas Parkway |
| City: | Missouri City |
| State: | TX |
| Zip: | 77489 |
| Name(s) of Entities the Organization Owns or Controls: | Applicant |
| Previous TDHCA Experience? | Yes |
| Date formed: | 7134594929 |
| Email: edisonartsfoundation@gmail.com |

<table>
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<tbody>
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<td>1. DWR Development Group, LLC</td>
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<td>2. Edison Arts Foundation, Inc.</td>
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<td>TDHCA Experience: No</td>
</tr>
<tr>
<td>3. DWR Development Group, LLC</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>

| Org. 2 Organization Legal Name: | DWR Development Group, LLC |
| Address: | 6300 West Loop South, Ste. 670 |
| City: | Bellaire |
| State: | TX |
| Zip: | 77401 |
| Name(s) of Entities the Organization Owns or Controls: | GP of Applicant, Co-Developer, Guarantor |
| Previous TDHCA Experience? | Yes |
| Date formed: | 7135600068 |
| Email: donna@dwrdevelopment.com |

<table>
<thead>
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<th>List of Sub-Entities or Principals:</th>
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<tr>
<td>1. Donna Rickenbacker</td>
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<tr>
<td>TDHCA Experience: Yes</td>
</tr>
<tr>
<td>2. Donna Rickenbacker</td>
</tr>
<tr>
<td>TDHCA Experience:</td>
</tr>
</tbody>
</table>

| Org. 3 Organization Legal Name: | Edison Arts Foundation, Inc. |
| Address: | 1959 Texas Parkway |
| City: | Missouri City |
| State: | TX |
| Zip: | 77489 |
| Name(s) of Entities the Organization Owns or Controls: | GP of Applicant, Co-Developer |
| Previous TDHCA Experience? | No |
| Date formed: | 7134594929 |
| Email: edisonartsfoundation@gmail.com |

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<thead>
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<td>2. Lillian Anthony</td>
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<td>3. Felecia Peters</td>
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<td>TDHCA Experience: No</td>
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<td>4. Dr. Jonita Reynolds</td>
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<td>TDHCA Experience: No</td>
</tr>
<tr>
<td>5. Dawn Hurd</td>
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<td>TDHCA Experience: No</td>
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<td>6. Glenn Bailey</td>
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<td>TDHCA Experience: No</td>
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<td>7. Kathy Johnson-Green</td>
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<td>8. Bonita Billings</td>
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<td>9. Crystal Edwards</td>
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</tbody>
</table>

Lynn Kelly: No  Brandon Herndon: No  Bertha Edison: No
Linda Taylor: No  Angel Patton: No  TDHCA Experience: No
List of Organizations and Principals

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<td>Organization legally formed?</td>
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<td>State:</td>
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<tr>
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<td>Previous TDHCA Experience?</td>
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<tr>
<td>Phone:</td>
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<td>Email:</td>
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<th>List of Sub-Entities or Principals:</th>
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<tbody>
<tr>
<td>1.</td>
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| 2.                                |
| TDHCA Experience:                 |

| 3.                                |
| TDHCA Experience:                 |

| 4.                                |
| TDHCA Experience:                 |

| 5.                                |
| TDHCA Experience:                 |

| 6.                                |
| TDHCA Experience:                 |

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</tr>
<tr>
<td>Phone:</td>
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<td>Email:</td>
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</tbody>
</table>

| Organization is identified on Org. Chart: | Yes |
| Ability to exercise Control over the Development? | Yes |

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| 2.                                |
| TDHCA Experience:                 |

| 3.                                |
| TDHCA Experience:                 |

| 4.                                |
| TDHCA Experience:                 |

| 5.                                |
| TDHCA Experience:                 |

| 6.                                |
| TDHCA Experience:                 |

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| Organization is identified on Org. Chart: | Yes |
| Ability to exercise Control over the Development? | Yes |

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<tr>
<td>TDHCA Experience:</td>
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| 2.                                |
| TDHCA Experience:                 |

| 3.                                |
| TDHCA Experience:                 |

| 4.                                |
| TDHCA Experience:                 |

| 5.                                |
| TDHCA Experience:                 |

| 6.                                |
| TDHCA Experience:                 |

| 7.                                |
| TDHCA Experience:                 |

| 8.                                |
| TDHCA Experience:                 |

<p>| 9.                                |
| TDHCA Experience:                 |</p>
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<th></th>
<th>Name</th>
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<tr>
<td>10</td>
<td>Lynn Kelly</td>
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<tr>
<td>11</td>
<td>Brandon Herndon</td>
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<tr>
<td>12</td>
<td>Bertha Edison</td>
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<tr>
<td>13</td>
<td>Linda Taylor</td>
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<td>14</td>
<td>Angel Patton</td>
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</tbody>
</table>
The Previous Participation Form is posted in a separate Excel Workbook that includes "Instructions" for copying it.
Previous Participation Form

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

Person/Role: EAF Edison 19 LP (tbf)-Applicant

Email Address: edisonartsfoundation@gmail.com

City & State of Home Addr: Houston, Texas

Applicant Legal Name: EAF Edison 19 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an "x" next to the program name.

X By selecting this box I certify that I have no prior experience with any TDHCA Single Family or Community Affairs Programs.

<table>
<thead>
<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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<tr>
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<td>HOME:</td>
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### Person/Role:

| EAF Edison GP, LLC (tbf)-GP of Applicant |

### Email Address:

| edisonartsfoundation@gmail.com |

### City & State of Home Addr:

| Houston, Texas |

### Applicant Legal Name:

| EAF Edison 19 LP (tbf) |

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

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<tbody>
<tr>
<td>N/A</td>
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<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>DR</td>
<td>HRA</td>
<td>SFD</td>
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### Previous Participation Form

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**Email Address:** edisonartsfoundation@gmail.com

**City & State of Home Addr:** Houston, Texas

**TDHCA ID#**

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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.

Person/Role: DWR Development Group, LLC - SLP/Co-Developer/Guarantor / HUB

Email Address: Donna@marqueconsultants.com

City & State of Home Addr: Houston, Texas

Applicant Legal Name: EAF Edison 19 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role:  
Donna Rickenbacker-SLP-Sole Mem/Co-Developer/Guarantor

Email Address:  
Donna@marqueconsultants.com

City & State of Home Addr:  
Houston, Texas

Applicant Legal Name:  
EAF Edison 19 LP (tbf)

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**Person/Role:** Edison Arts Foundation. Inc. - Sole Member of GP/Co-Developer

**Email Address:** edisonartsfoundation@gmail.com

**City & State of Home Addr:** Houston, Texas

**Applicant Legal Name:** EAF Edison 19 LP (tbf)

### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role:  
Robertha LaCharity Carter-President/Board Member

Email Address:  
edisonartsfoundation@gmail.com

City & State of Home Addr:  
Houston, Texas

Applicant Legal Name:  
EAF Edison 19 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role:  Lillian Anthony-Treasurer/Board Member

Email Address:  edisonartsfoundation@gmail.com

City & State of Home Addr:  Houston, Texas

Applicant Legal Name:  EAF Edison 19 LP (tbf)

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Person/Role: Felecia Peters-Secretary/Board Member
Email Address: edisonartsfoundation@gmail.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: EAF Edison 19 LP (tbf)

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Person/Role: Dr. Jonita Reynolds-Board Member

Email Address: edisonartsfoundation@gmail.com

City & State of Home Addr: Houston, Texas

Applicant Legal Name: EAF Edison 19 LP (tbf)

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Person/Role: Dawn Hurd-Board Member

Email Address: edisonartsfoundation@gmail.com

City & State of Home Addr: Houston, Texas

Applicant Legal Name: EAF Edison 19 LP (tbf)

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**Person/Role:** Glenn Bailey, Jr.-Board Member  
**Email Address:** edisonartsfoundation@gmail.com  
**City & State of Home Addr:** Houston, Texas  
**Applicant Legal Name:** EAF Edison 19 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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2. Identify all Community Affairs and Single Family department programs that you have participated in within the last three(3) years by placing an “x” next to the program name.

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<tr>
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<th>Kathy Johnson-Green-Board Member</th>
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<tr>
<td>Email Address:</td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
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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: Bonita Billings-Board Member
Email Address: edisonartsfoundation@gmail.com
City & State of Home Addr: Houston, Texas
Applicant Legal Name: EAF Edison 19 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Crystal Edwards-Board Member  
**Email Address:** edisonartsfoundation@gmail.com  
**City & State of Home Addr:** Houston, Texas  
**Applicant Legal Name:** EAF Edison 19 LP (tbf)

#### 1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Lynn Kelly-Board Member

**Email Address:** edisonartsfoundation@gmail.com

**City & State of Home Addr:** Houston, Texas

**Applicant Legal Name:** EAF Edison 19 LP (tbf)

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Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each

| Person/Role: | Brandon Herndon-Board Member |
| Email Address: | edisonartsfoundation@gmail.com |
| City & State of Home Addr: | Houston, Texas |
| Applicant Legal Name: | EAF Edison 19 LP (tbf) |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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Person/Role: Bertha Edison-Board Member

Email Address: edisonartsfoundation@gmail.com

City & State of Home Addr: Houston, Texas

Applicant Legal Name: EAF Edison 19 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** Linda Taylor-Board Member

**Email Address:** edisonartsfoundation@gmail.com

**City & State of Home Addr:** Houston, Texas

**Applicant Legal Name:** EAF Edison 19 LP (tbf)

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<tr>
<th>Community Affairs:</th>
<th>CEAP</th>
<th>DOE</th>
<th>HHSP</th>
<th>WAP</th>
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</thead>
<tbody>
<tr>
<td>HOME:</td>
<td>CFDC</td>
<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
</tr>
<tr>
<td>HTF/OCI:</td>
<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td>NSP</td>
</tr>
</tbody>
</table>
**Previous Participation Form**

Form must be completed separately for each entity (i.e. person, organization, etc.) that has or will have a controlling interest or oversight in the contract, award, agreement, or ownership transfer being considered. This form should also be completed for each

<table>
<thead>
<tr>
<th>Person/Role:</th>
<th>Angel Patton-Board Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
</tr>
<tr>
<td>City &amp; State of Home Addr:</td>
<td>Houston, Texas</td>
</tr>
<tr>
<td>Applicant Legal Name:</td>
<td>EAF Edison 19 LP (tbf)</td>
</tr>
</tbody>
</table>

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
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<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>
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</thead>
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<td>HOME:</td>
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<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
</tr>
<tr>
<td>Other:</td>
<td></td>
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<td></td>
<td>NSP</td>
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</tbody>
</table>
Nonprofit Participation

Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

**Organization Name:** Edison Arts Foundation, Inc.

Is the Organization a 501(c )(3) or (4) as of the beginning of the Application Acceptance Period? **Yes**

If no to the question above, what is its current legal status?

Date of legal formation of Nonprofit Organization: **8/23/2013**

1) Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity? **No**

   If “Yes”, will this nonprofit organization Control the Applicant?

   What is the ownership percentage of this nonprofit organization?

2) Describe the nonprofit’s participation: **Managing Member of GP of Applicant & Co-Developer**

3) Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:

   **As the Managing Member of GP of Applicant, the Non-Profit will partcipate in all aspects of the ownership and Development**

4) Will the nonprofit receive part of the development fees paid in connection with the development? **Yes**

   If "Yes," explain: **10% of Dev. Fee**
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robertha LaCharity Carter</td>
<td>President</td>
<td>1959 Texas Parkway</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
</tr>
<tr>
<td>Lillian Anthony</td>
<td>Treasurer</td>
<td>1959 Texas Parkway</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
</tr>
<tr>
<td>Felecia Peters</td>
<td>Secretary</td>
<td>1959 Texas Parkway</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
</tr>
<tr>
<td>Dr. Jonita Reynolds</td>
<td>Director</td>
<td>18 Sullivan Court</td>
<td>Missouri City</td>
<td>TX</td>
<td>77459</td>
</tr>
<tr>
<td>Dawn Hurd</td>
<td>Director</td>
<td>3803 E. Magnolia Dale Dr.</td>
<td>Fresno</td>
<td>TX</td>
<td>77545</td>
</tr>
<tr>
<td>Glenn Bailey</td>
<td>Director</td>
<td>2702 S Brompton Dr.</td>
<td>Pearland</td>
<td>TX</td>
<td>77584</td>
</tr>
<tr>
<td>Kathy Johnson-Green</td>
<td>Director</td>
<td>14415 E. Glen Willow Rd.</td>
<td>Missouri City</td>
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<td>77489</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Arts Director-FB Academy</td>
</tr>
<tr>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Retired</td>
</tr>
<tr>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Dance Instructor</td>
</tr>
<tr>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>CEO of GCCSA</td>
</tr>
<tr>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Retired</td>
</tr>
<tr>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Young Audiences of Houston</td>
</tr>
<tr>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Dance Instructor</td>
</tr>
</tbody>
</table>

LIST OF THE NONPROFIT ORGANIZATION'S BOARD MEMBERS, DIRECTORS AND OFFICERS
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Phone</th>
<th>Ext.</th>
<th>Fax or Email</th>
<th>Occupation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonita Billings</td>
<td>Director</td>
<td>6202 Copen Lake Dr.</td>
<td>TX</td>
<td>77459</td>
<td></td>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Business Owner</td>
</tr>
<tr>
<td>Crystal Edwards</td>
<td>Director</td>
<td>2927 Quail Valley East Dr.</td>
<td>TX</td>
<td>77489</td>
<td></td>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Media Blitz</td>
</tr>
<tr>
<td>Lynn Kelly</td>
<td>Director</td>
<td>2730 Coyote Trail Drive</td>
<td>TX</td>
<td>77459</td>
<td></td>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Autism Activist</td>
</tr>
<tr>
<td>Brandon Herndon</td>
<td>Director</td>
<td>3807 Golden Shores Dr.</td>
<td>TX</td>
<td>77459</td>
<td></td>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>State Farm Agent</td>
</tr>
<tr>
<td>Bertha Edison</td>
<td>Director</td>
<td>8107 Spring Bluebonnet</td>
<td>Sugarland</td>
<td>77479</td>
<td></td>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Retired</td>
</tr>
<tr>
<td>Linda Taylor</td>
<td>Director</td>
<td>20702 Patriot Park Lane</td>
<td>Katy</td>
<td>77449</td>
<td></td>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>Sourcing Buyer</td>
</tr>
<tr>
<td>Angel Patton</td>
<td>Director</td>
<td>1907 Hawthorne Brook Lane</td>
<td>Fresno</td>
<td>TX</td>
<td>77545</td>
<td>(281) 403-3200</td>
<td></td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
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</tr>
</tbody>
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Applications involving a Qualified Nonprofit Organization pursuant to Texas Government Code, §2306.6706 that have a 501(c)(3) or 501(c)(4) designation at the time of Application and competitive 9% HTC Applications electing to compete under the Nonprofit Set-aside must provide the following documentation behind this tab:

- IRS determination letter
- Third Party legal opinion (not applicable to Tax-Exempt Bond Developments)
- The Nonprofit's most recent financial statement as prepared by a Certified Public Accountant (not applicable to Tax-Exempt Bond Developments)
- Certification regarding Board member residence (not applicable to Tax-Exempt Bond Developments)
RESOLUTION OF MEETING OF THE BOARD OF DIRECTORS 
OF THE EDISON ARTS FOUNDATION
January 3, 2019

Upon Motion duly made and seconded, the Board of Directors of Edison Arts Foundation (the “Corporation”) approved the following resolutions to:

1. **Affordable Housing.**

   WHEREAS, the Corporation desires to:

   (i) **participate in the ownership and operation of Edison Lofts**, a 126-unit affordable housing development that will be located at 7100 W. Fuqua Drive, Houston, Fort Bend County, Texas 77489 (the “Land”);

   (ii) develop Edison Lofts in partnership with DWR Development Group, LLC (“DWR”);

   (iii) form EAF Edison 19 LP (the “Partnership”) to own and operate Edison Lofts on the Land and to serve as the sole member of the general partner of the Partnership;

   (iv) serve as a co-developer of Edison Lofts;

   (v) apply for 9% competitive housing tax credits awarded by the Texas Department of Housing and Community Affairs (“TDHCA”) to finance the construction and development of Edison Lofts;

   (iv) amend the Corporation’s Certificate of Formation and Bylaws to facilitate the development and operation of Edison Lofts; and

   (vii) perform such other actions as shall be deemed reasonably necessary by the Corporation to consummate the transactions contemplated hereinabove.

2. **Low-Income Resident Participation Plan.**

   WHEREAS, to facilitate the development and operation of Edison Lofts, it is necessary and appropriate for the Corporation to adopt a mechanism by which low income individuals can advise the Corporation on the various decisions to be made regarding the management of Edison Lofts (the “Low Income Resident Participation Plan”).

NOW, THEREFORE, Be It Resolved, that, the Corporation has adopted and approved the hereinabove activities and **authorizes Robertha LaCharity Carter, acting in her capacity as President of the Corporation, to act on behalf of the Corporation in connection with:**
(i) the execution of any and all documents necessary to consummate the acquisition, financing and development of Edison Lofts, all upon such terms and conditions as she deems proper, including, but not limited to, executing all documents relating to an application for 2019 Low-Income Housing Tax Credits from TDHCA (the “Application”);

(ii) the filing of the Application with TDHCA and making the Applicant Eligibility Certifications executed by the members of the board of the Corporation (collectively, the “Certification”) part of the Application whereby each board member recognizes the filing of the Application and certifies to certain certifications to TDHCA;

(iii) the taking of all actions that may be necessary, desirable or appropriate to cause the amendment of the Certificate of Formation to be filed with the Secretary of State and the amendment to the Bylaws approved by the Board be included in the records of the Corporation; and

(iv) the adoption of a Low Income Resident Participation Plan approved by the Board.

All acts, transactions or agreements undertaken prior to the date of these Resolutions in respect of the transactions herein described are hereby ratified, confirmed and adopted by the Corporation.

The undersigned, being the duly elected and qualified President of the Corporation, hereby certifies that the forgoing Resolutions of the Board of Directors of the Corporation were duly adopted by the Board of Directors at its meeting held on January 3, 2019.

Robertha LaCharity Carter, President
Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436
Sincerely,

[Signature]

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements
February 22, 2019

Texas Department of Housing
and Community Affairs
P.O. Box 13941
221 East 11th Street
Austin, Texas 78711-3941

RE: Name of Development: Edison Lofts
    TDHCA Development Number: 19327
    Address of Development: 7100 W Fuqua Drive
                            Houston, Texas 77489
    Development Owner: EAF Edison 19 LP

Ladies and Gentlemen:

EAF Edison 19, LP, a Texas limited partnership, is the Applicant (herein so called). Edison Arts Foundation, a Texas non-profit corporation ("EAF"), is the sole general partner of Applicant through EAF's wholly-owned subsidiary. We have been asked to render our legal opinion to meet the requirements of Texas Government Code Section 2306.6706 and 10 Texas Administrative Code Section 10.204(14)(A)(iii). This opinion is issued to the Texas Department of Housing and Community Affairs (the "Department") so that the Department, its governing board, and its staff may rely on it in making any determinations that the Applicant is eligible under Texas Government Code Section 2306.6706(b) for a housing tax credit application from the non-profit set-aside.

In rendering our opinion, we have reviewed (i) the Certificate of Formation of EAF filed with the Texas Secretary of State on August 23, 2013, as amended by the Certificate of Amendment filed with the Texas Secretary of State on January 4, 2019; (ii) Bylaws of EAF dated on or about August 23, 2013; (iii) a letter from the Internal Revenue Service dated November 5, 2015, recognizing the tax-exempt status of EAF as a 501(c)(3) organization; (iv) a Certification of EAF to our firm with respect to certain matters set forth herein (the "Certification"); (v) a listing of the board of directors of EAF with each director's address of principal residence (the "Board List"); and (vi) a Certificate of Fact with respect to EAF issued by the Texas Secretary of State and a Statement of Franchise Tax Account Status with respect to EAF issued by the Texas Comptroller of Public Accounts, each dated February 22, 2019 (collectively, the "Good Standing Certificates").

We have also examined the records of EAF to determine whether or not there exists any identity of interest between EAF and any for-profit sponsors of the above-referenced development (the "Development"). We have also reviewed such other documents, instruments, and writings as we deemed necessary or advisable to enable us to render this
opinion. We have assumed and relied upon the genuineness of all certifications and have no reason to question them. The review of all such documents, individually and collectively, forms the basis for our opinion.

Based upon our review of the foregoing, it is our opinion that:

1. EAF is not affiliated with, or Controlled (within the meaning of 10 Texas Administrative Code Section 11.1(d)(30)) by, a for-profit organization with respect to the Development, based on the Articles of Incorporation, Bylaws, and Certification of EAF referenced above.

2. EAF is a "Qualified Nonprofit Organization" within the meaning of Section 2306.6706 of the Texas Government Code and Section 42(h)(5) of the Internal Revenue Code.

3. EAF is an organization described in paragraph (3) or (4) of Section 501(c) and is exempt from tax under Section 501(a) of the Internal Revenue Code. EAF is an organization that has its Internal Revenue Service documentation of designation as a Section 501(c)(3) or 501(c)(4) organization as of the beginning of the Application Acceptance Period for the 2019 tax credit allocation round. EAF, through its wholly-owned subsidiary, is the managing general partner of the Applicant.

4. EAF is an organization which specifically has the fostering of low-income housing as one of its tax exempt purposes, and the development and operation of the Development as low income housing is a legal purpose of the Applicant.

5. The Applicant is eligible for a housing credit allocation from the set-aside reserved for the use of qualified nonprofit organizations based on the Applicant's representations in the tax credit application for the Development that EAF will have 100% control of the Applicant's managing general partner. Moreover, based on the Certification and the Board List, a majority of the members of EAF's Board of Directors reside within 90 miles of the proposed Development.

6. The Applicant will have the managing general partner or an affiliate or subsidiary that is also a nonprofit entity or its nonprofit affiliate or subsidiary meeting the requirements of Sections 2306.6706 and 2306.6729 of the Texas Government Code and Section 42(h)(5) of the Internal Revenue Code be the Developer or co-Developer as evidenced in the development agreement.

7. EAF prohibits any member of its board of directors (the "Board"), other than a chief staff member serving concurrently as a member of the Board, from receiving material compensation for service on the Board.

8. Based on the Good Standing Certificates, EAF has the corporate authority to do business as a non-profit corporation in Texas.
In rendering Opinion 6 above, we have assumed that the development agreement that will be entered into for the Development will be consistent with the representations in the tax credit application for the Development regarding nonprofit participation.

Sincerely,

LOCKE LORD LLP
March 1, 2018

EDISON ARTS FOUNDATION, INC  
1959 TEXAS PARKWAY  
MISSOURI CITY, TX 77489

Dear Client,

Attached is the most recent Statement of Financial Position and Profit/Loss Statement for EDISON ARTS FOUNDATION, INC for the tax year ending December 31, 2017 prepared by our office.

We very much appreciate the opportunity to serve you. If you have any questions regarding these financial statements, please do not hesitate to call.

Sincerely,

Terrie A Beeman

Terrie A Beeman
EDISON ARTS FOUNDATION, INC
1959 TEXAS PARKWAY * MISSOURI CITY, TX 77489
PROFIT/LOSS STATEMENT
FOR THE YEAR
ENDING DECEMBER, 2017

## Income

<table>
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<tr>
<th>Description</th>
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<tbody>
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<tr>
<td>Grants</td>
<td>$5,000.00</td>
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### Total Income

|                  | $132,228.94 |

## Expenses

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<td>Gala Expenses</td>
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<td>Utilities</td>
<td>$-</td>
</tr>
<tr>
<td>Website</td>
<td>$-</td>
</tr>
<tr>
<td>Venues</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

### Total Expenses

|                  | $137,425.23 |

## Profit/Loss

|                  | $(5,196.29) |

EDISON ARTS FOUNDATION, INC
1959 TEXAS PARKWAY * MISSOURI CITY, TX 77489
STATEMENT OF FINANCIAL POSITION
FOR THE YEAR
ENDING DECEMBER, 2017

ASSETS:
Current Assets

<table>
<thead>
<tr>
<th>Asset</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$ 226.71</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>$ 4,531.00</td>
</tr>
<tr>
<td>Fixed Assets</td>
<td>$ 300.00</td>
</tr>
</tbody>
</table>

Total Current Assets $ 5,057.71

LIABILITIES:
Current Liabilities

<table>
<thead>
<tr>
<th>Liability</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>$ 2,694.58</td>
</tr>
<tr>
<td>Other Payables</td>
<td>$ 2,363.13</td>
</tr>
</tbody>
</table>

Total Current Liabilities $ 5,057.71
Certification of Edison Arts Foundation

This Certification is made this 24th day of February, 2019, by Edison Arts Foundation, a Texas non-profit corporation ("EAF"), for reliance upon by Locke Lord LLP ("Locke") in connection with the issuance of an opinion letter by Locke to the Texas Department of Housing and Community Affairs for a 2019 Low Income Housing Tax Credit application for the Edison Lofts project (the "Opinion Letter"). In connection with the Opinion Letter, EAF hereby certifies to Locke for its reliance, the truth, accuracy and completeness of the following statements:

1. EAF is not affiliated with or controlled by a for-profit organization.

2. EAF is an organization which specifically has the fostering of low-income housing as one of its tax exempt purposes.

3. EAF is a 501(c)(3) exempt organization and has not received any communication or notice from the Internal Revenue Service indicating an adverse determination as to its exempt status or that such exempt status is in jeopardy or no longer in effect.

4. EAF prohibits any member of its board of directors, other than a chief staff member serving concurrently as a member of the board, from receiving material compensation for service on the board.

5. A majority of the members of EAF’s board of directors principally reside not more than 90 miles from the proposed location of the Edison Lofts project.

6. No part of EAF’s net earnings inure to the benefit of any member, founder, contributor, or individual.

-Signature page follows-
IN WITNESS WHEREOF, the undersigned hereby executes this Certification effective as of the date set forth above.

EDISON ARTS FOUNDATION,
a Texas non-profit corporation

By: ____________________________
Name: __________________________
Title: __________________________
# Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the “Other” category should be used to list all known Development Team members that are included in the “Development Cost Schedule.” If the team member that will be utilized is not yet known, indicate “TBD.” If it is anticipated that the Development Team category will not be utilized, indicate “N/A.”

*If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s).*

## Developer:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edison Arts Foundation</td>
<td>(281) 403-3200</td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>46-3452623</td>
</tr>
<tr>
<td>Charity Carter</td>
<td>(281) 403-3200</td>
<td><a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
<td>46-3452623</td>
</tr>
<tr>
<td>Steve Lollis</td>
<td>(713) 875-9456</td>
<td>steve!@texasgreyoaks.com</td>
<td>81-4201702</td>
</tr>
</tbody>
</table>

## Housing General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>T-Marq Construction Company</td>
<td>(713) 875-9456</td>
<td>steve!@texasgreyoaks.com</td>
<td>81-4201702</td>
</tr>
</tbody>
</table>

## Infrastructure General Contractor:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Cost Estimator:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Architect:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
<th>Email</th>
<th>Tax ID Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mucasey &amp; Associates, Architects</td>
<td>(713) 521-1233</td>
<td><a href="mailto:markm@mucaseyarchitects.com">markm@mucaseyarchitects.com</a></td>
<td>76-0302846</td>
</tr>
<tr>
<td>Role</td>
<td>Name</td>
<td>Contact Person</td>
<td>Phone</td>
</tr>
<tr>
<td>-----------------------</td>
<td>--------------------------</td>
<td>----------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Civil Engineer:</td>
<td>Brown &amp; Gay</td>
<td>Benton Schmaltz</td>
<td>(281) 558-8700</td>
</tr>
<tr>
<td>Market Analyst:</td>
<td>Affordable Housing Analyst</td>
<td>Bob Coe</td>
<td>(281) 387-7552</td>
</tr>
<tr>
<td>Appraiser:</td>
<td>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attorney:</td>
<td>Locke Lord Bissell &amp; Liddell</td>
<td>Cynthia Bast</td>
<td>(512) 305-4707</td>
</tr>
<tr>
<td>Accountant:</td>
<td>Novogradac &amp; Company</td>
<td>George Littlejohn</td>
<td>(512) 340-0420</td>
</tr>
</tbody>
</table>
**Property Manager:**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

**Originator of Underwriter:**

<table>
<thead>
<tr>
<th>Amegy Bank</th>
<th>Sara Hale</th>
<th>(281) 297-7944</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:sara.hale@amegybank.com">sara.hale@amegybank.com</a></td>
<td>N/A</td>
<td>76-0520586</td>
</tr>
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</table>

**Bond Issuer:**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Syndicator:**

<table>
<thead>
<tr>
<th>NEF</th>
<th>Jason Aldridge</th>
<th>(972) 741-5105</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:jaldrige@nefinc.org">jaldrige@nefinc.org</a></td>
<td>N/A</td>
<td>36-4326848</td>
</tr>
</tbody>
</table>

**Supportive Services Provider:**

<table>
<thead>
<tr>
<th>TBD</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2/28/2019
<table>
<thead>
<tr>
<th>Title Company</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stewart Title Company</td>
<td>Phyllis J. Ocean</td>
<td>(713) 953-1550</td>
</tr>
<tr>
<td><a href="mailto:Phyllis.ocean@stewart.com">Phyllis.ocean@stewart.com</a></td>
<td>TBD</td>
<td>27-3335167</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>

**Application Consultant:**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></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>

**ESA Provider:**

| Phase Engineering                   | Tracy Watson         | (210) 997-4056       |
|                                      |                      | 75-25022360          |
| tracy@phaseengineering.com          | TBD                  |                      |
| Email                               | Proposed Fee         | Tax ID Number (TIN)  |
| Certified Texas HUB?                | No                   |                      |
| This is a direct or indirect, financial, or other interest with Applicant or other team members* | No | |

**PCA Provider:**

<table>
<thead>
<tr>
<th>N/A</th>
<th>Contact Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></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>

**Other:**

<table>
<thead>
<tr>
<th>DWR Development Group, LLC-Co-Dev.</th>
<th>Donna Rickenbacker</th>
<th>(713) 560-0068</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:donna@dwrdevelopment.com">donna@dwrdevelopment.com</a></td>
<td>90% of Dev. Fee</td>
<td>46-4120825</td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td>Yes</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>

<table>
<thead>
<tr>
<th>Other</th>
<th>Contact Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>Proposed Fee</td>
<td>Tax ID Number (TIN)</td>
</tr>
<tr>
<td>Certified Texas HUB?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>This is a direct or indirect, financial, or other interest with Applicant or other team members*</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>
The form for the certification will be posted to the Department's website at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm.

NOTE: The certification requires a separate statement be submitted that describes how the accessibility requirements for the physically accessible /hearing and visual impaired Units will be met, along with related parking requirements. Be sure this statement is attached to this certification. Forms signed by the architect in Tabs 23(a), (b), and (c) may meet this requirement.
Architect Certification

I (We) certify that the Development will be designed and built to meet the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 C.F.R. Part 100 and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. Sections 12131-12189) as implemented by the Department of Justice regulations at 28 C.F.R. Parts 35 and 36, and the Department’s Accessibility rules in 10 TAC Chapter 1, Subchapter B, in effect at the time of certification.

I (we) certify that all materials submitted to the Department by the Architect or Applicant constitute records of the Department subject to Chapter 552, Tex. Gov't Code, and the Texas Public Information Act.

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

I (We) have attached a statement describing how the requirements of Section 504 of the Rehabilitation Act of 1973 and implemented at 24 C.F.R. Part 8 will be met as described in 10 TAC Chapter 1, Subchapter B. At a minimum, the statement will include (1) The total number of Units (2) Number and description of Unit types, the number of Units of each Type, (3) Number of Units of each Type that will meet the accessibility requirements, and (4) a description of how the accessibility requirements relating to Unit distribution will be met.

I (We) certify that I (We) have reviewed and understand the Department’s fair housing educational materials posted on the Department’s website as of the beginning of the Application Acceptance Period.

I (We) certify that all persons who have a property interest in the Development plan hereby acknowledge that the Department may publish the full Development plan on the Department’s website, release the Development plan in response to a request for public information, and make other use of the Development plan as authorized by law.
I (We) certify that if the Development includes the New Construction or Rehabilitation of single family units (1 to 3 units per building), every unit will be designed and built to meet the accessibility requirements of Tex. Gov't Code §2306.514, as it may be amended from time to time.

I (We) have attached a statement describing how, regardless of building type, all Units accessed by the ground floor or by elevator ("affected units") meet the requirements at 10 TAC §11.101(b)(8)(B).

I(We) certify that all accessible Units under 10 TAC Chapter 1, Subchapter B, and all affected Units meeting the requirements under 10 TAC 11.101(b)(8)(B) will be dispersed throughout the Development.

If the Applicant is applying for HOME funds and the Development consists of New Construction, I (We) further certify that the Development meets the Construction Site Standards in 24 C.F.R §983.57(e)(1).

This certification meets the requirement that the Applicant provide a certification from the Development engineer or an accredited architect. A similar certification will also be required after the Development is completed from an inspector, architect, or accessibility specialist.

By: [Signature]

2-15-19

Date

Mark S. Mucasey

Printed Name

State of Texas  Lic.#9420

License Number and State

Mucasey & Associates, Architects

Firm Name (If applicable)
Evidence of Experience Must be Provided Behind this Tab

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

Evidence of experience behind this tab includes:

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

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

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

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

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

[http://fedgov.dnb.com/webform](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](https://sam.gov/portal/public/SAM)

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

- [ ] Evidence of SAM.gov registration for the applicant entity is attached behind this tab.
- [ ] Evidence of SAM.gov registration for the applicant entity will be provided upon award.

Davis Bacon Labor Standards (Direct Loan Applications Only)

**NOTE:** The Department’s Section 811 PRA program is designed such that Davis Bacon generally does not apply.

24 CFR §92.354, Davis-Bacon Act (40 U.S.C. §§276(a)-276(a)(5), the Davis-Bacon Related Acts, the Contract Work Hours and Safety Standards Act, and the Copeland (Anti-Kickback) Act (40 U.S.C. §276(c)) apply to developments being assisted with Direct Loan funds if (Select all that apply):

- [ ] Twelve (12) or more Direct Loan-assisted units will be rehabilitated or constructed under one construction contract.
- [ ] Community Development Block Grant (CDBG) funds (including NSP1 PI) are being used to support the Development, which requires a lower number of units (8) be used as a threshold.
January 12, 2015

Ms. Donna W. Rickenbacker
710 North Post Oak Road, Suite 400
Houston, Texas 77024

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2014 UNIFORM MULTIFAMILY RULES

Dear Ms. Rickenbacker:

We have reviewed your request for an experience certificate, which is provided to individuals that meet the requirements of §10.204(6) of the Uniform Multifamily Rules. In order to meet the experience requirements an individual must establish that they have experience in the development and placement in service of at least 150 residential units. We find that the documentation you have provided is sufficient to establish this required experience. Additionally, you have certified to compliance with the requirements of §10.204(6)(B), including the following requirements:

(ii) Experience may not be established for a Person who at any time within the preceding three years has been involved with affordable housing in another state, in which the Person or Affiliate has been the subject of issued IRS Form 8823 citing non-compliance that has not been or is not being corrected with reasonable due diligence. …

(iv) Notwithstanding the foregoing, no person may be used to establish such required experience if that Person or an Affiliate of that Person would not be eligible to be an Applicant themselves.

Should you choose to participate as a member of the Development Team or an individual providing experience for any Application submitted for funding, a Previous Participation Review (10 TAC §1.5) may be conducted prior to any award of funds. Additionally, should it be determined at any point in time that the information provided in your request for experience is fraudulent, knowingly falsified, intentionally or negligibly materially misrepresented, or omits relevant information, this certificate of experience is null and void and you may be subject to other sanctions under the Texas Department of Housing and Community Affairs' rules and requirements.
If you have any questions or concerns regarding this certificate or the experience requirements, please contact Jean Latsha at jean.latsha@tdhca.state.tx.us.

Sincerely,

Jean M. Latsha
Director of Multifamily Finance
Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of Competitive Housing Tax Credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor (unless the Guarantor is also the General Contractor, and is not a Principal of the Applicant, Developer, or Affiliate of the Development Owner). All Applications must be identified herein to ensure that the Department is advised of all Applications, Applicants, Affiliates, Developers, General Partners or Guarantors involved to avoid any statutory violation of Texas Government Code, §2306.6711(b).

Instructions:

Complete Part I of this form. For each person or entity in Part I that answers "Yes" to Part I b., a Part II form must be submitted (i.e. if 4 persons/entities answer "Yes" to Part I b., then 4 separate Part II forms must be provided).

<table>
<thead>
<tr>
<th>Part I. Applicant Credit Limit Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</td>
</tr>
<tr>
<td>1. EAF Edison 19 LP (tbf)</td>
</tr>
<tr>
<td>2. EAF Edison GP LLC (tbf)</td>
</tr>
<tr>
<td>3. DWR Development Group, LLC</td>
</tr>
<tr>
<td>4. Donna Rickenbacker</td>
</tr>
<tr>
<td>5. Edison Arts Foundation, Inc.</td>
</tr>
<tr>
<td>6. Roberta LaCharity Carter</td>
</tr>
<tr>
<td>7. Lillian Anthony</td>
</tr>
<tr>
<td>8. Felecia Peters</td>
</tr>
<tr>
<td>9. Dr. Jonita Reynolds</td>
</tr>
<tr>
<td>10. Dawn Hurd</td>
</tr>
<tr>
<td>11. Glenn Bailey</td>
</tr>
<tr>
<td>12. Kathy Johnson-Green</td>
</tr>
<tr>
<td>13. Bonita Billings</td>
</tr>
<tr>
<td>14. Crystal Edwards</td>
</tr>
<tr>
<td>15. Lynn Kelly</td>
</tr>
<tr>
<td>16. Brandon Herndon</td>
</tr>
<tr>
<td>17. Bertha Edison</td>
</tr>
<tr>
<td>18. Linda Taylor</td>
</tr>
<tr>
<td>19. Angel Patton</td>
</tr>
<tr>
<td>20.</td>
</tr>
<tr>
<td>21.</td>
</tr>
<tr>
<td>22.</td>
</tr>
<tr>
<td>23.</td>
</tr>
<tr>
<td>24.</td>
</tr>
<tr>
<td>25.</td>
</tr>
<tr>
<td>26.</td>
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<tr>
<td>27.</td>
</tr>
<tr>
<td>28.</td>
</tr>
<tr>
<td>29.</td>
</tr>
<tr>
<td>30.</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  

Date  

Its: Authorized Representative  

2/26/2019
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: 
DWR Development Group, 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
- [x] a Developer for the Applicant for this specific Application
- [ ] an Affiliate to the Applicant
- [x] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Ridge Villas - TDHCA No. 19257</td>
<td>6</td>
<td>Houston</td>
<td>0.01%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Villas at Robinett - TDHCA No. 19166</td>
<td>8</td>
<td>Killeen</td>
<td>0.01%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Donna Rickenbacker is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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

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

By: [Signature] DWR Development Group, LLC

Printed Name: [Signature]

Date: 2/26/2019
Part II. Credit Limit Certification

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

Name and role of Person or Entity completing this form: Donna Rickenbacker

Which is:  

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

[ ] a Special Limited Partner or Class B Limited Partner or equivalent of the Applicant

[ ] a Developer for the Applicant for this specific Application

[ ] an Affiliate to the Applicant

[ ] a Guarantor on the Application

Pursuant to §11.4(a) of the Qualified Allocation Plan, the Department shall not allocate more than $3 million of tax credits from the current Application Round to any Applicant, Developer, Affiliate or Guarantor. The undersigned represents to the Department that the following is a list of all developments for which the Applicant, the Developer, Affiliate, or Guarantor, has applied for an allocation of tax credit authority from the Department in the current Application Round.

<table>
<thead>
<tr>
<th>Development Name</th>
<th>Region</th>
<th>City</th>
<th>% Ownership</th>
<th>% of Dev. Fee</th>
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</thead>
<tbody>
<tr>
<td>Blue Ridge Villas - TDHCA No. 19257</td>
<td>6</td>
<td>Houston</td>
<td>0.01%</td>
<td>90.00%</td>
</tr>
<tr>
<td>Villas at Robinett - TDHCA No. 19166</td>
<td>8</td>
<td>Killeen</td>
<td>1.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

I acknowledge that Donna Rickenbacker is authorized to terminate the Application in the event of a conflict with §11.4(a) of the Qualified Allocation Plan.

I hereby certify that the foregoing is a complete list of Developments with respect to which I am seeking a current allocation of tax credit authority from the Department. I certify that, if the Department makes a recommendation to the Board or issues a commitment which may cause Applications for which I am the Applicant, the Developer, Affiliate or Guarantor, to receive credits in excess of $3 million, I will notify the Department in writing within three business days of the recommendation or issuance of the Commitment.

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

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

By: Donna Rickenbacker

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

Date 2/26/2019

2/26/2019
### Community Input Scoring Items

<table>
<thead>
<tr>
<th>TDHCA#: 19327</th>
</tr>
</thead>
</table>

#### 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 Houston**
  - **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)

- **X** 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. Catholic Charities**
  - **Name of Community Organization**
  - **Cynthia Colbert**
  - **Contact Name**
  - **Support**
  - **Opposition**

  **B. Mission Bend United Methodist Church**
  - **Name of Community Organization**
  - **Rev. Dr. Carolyn McCall Livingston**
  - **Contact Name**
  - **Support**
  - **Opposition**

  **C. Advocacy Now Institute**
  - **Name of Community Organization**
  - **David Lee Sincere Jr.**
  - **Contact Name**
  - **Support**
  - **Opposition**

  **D. John & Johnson**
  - **Name of Community Organization**
  - **Andrew Johnson**
  - **Contact Name**
  - **Support**
  - **Opposition**

  **E. Target Hunger**
  - **Name of Community Organization**
  - **Sandra Wicoff**
  - **Contact Name**
  - **Support**
  - **Opposition**

  **F. Covenant Community Capital**
  - **Name of Community Organization**
  - **Stephan Fairfield**
  - **Contact Name**
  - **Support**
  - **Opposition**
City of Houston, Texas, Resolution No. 2019-__3__

A RESOLUTION CONFIRMING SUPPORT FOR THE PROPOSED DEVELOPMENT OF CERTAIN PROPERTIES AS AFFORDABLE RENTAL HOUSING, EACH LOCATED IN THE CITY OF HOUSTON, TEXAS, AND THE SUBMITTAL OF APPLICATIONS FOR HOUSING TAX CREDITS FOR SUCH DEVELOPMENTS; MAKING VARIOUS FINDINGS AND PROVISIONS RELATING TO THE SUBJECT.

* * *

WHEREAS, the City Council (the "City Council") of the City of Houston (the "City") finds that each of the entities whose name is listed in the column on Schedule I captioned "Applicant Name" (individually referred to as "Applicant") has proposed a development for affordable rental housing whose name and location are set forth beside the name of such Applicant in the columns on Schedule I captioned "Project Name" and "Project Address" (individually referred to as "Applicant's Project" with respect to the Applicant whose name is listed beside such information), each located in the City of Houston, Texas; and

WHEREAS, the City Council finds that each Applicant has advised that it has submitted or intends to submit an application, bearing the number set forth beside the name of such Applicant in the column on Schedule I captioned "TDHCA Number" (individually referred to as "Applicant's Application" with respect to the Applicant whose name is listed beside such TDHCA Number), to the Texas Department of Housing and Community Affairs for 2019 Competitive 9% Housing Tax Credits for the Development; and

WHEREAS, the City Council, as the governing body of the City, supports each Applicant's Project and the submittal of Applicant's Application related thereto; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. That the findings contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Council hereby confirms that it supports each Applicant's Project and the submittal of Applicant's Application related to such project and that this formal action has been taken to put on record the opinion expressed herein.

Section 3. That this Resolution shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.
PASSED AND ADOPTED this 20th day of February, 2019.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Resolution is _______________________.

City Secretary

(Prepared by Legal Dept. ________________________)

Senior Assistant City Attorney

(Requested by Tom McCasland, Director, Housing and Community Development Department)

<table>
<thead>
<tr>
<th>AYE</th>
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<tr>
<td></td>
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CAPTION PUBLISHED IN DAILY COURT REVIEW DATE: FEB 6 2019
<table>
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<th>Applicant Name</th>
<th>Project Name</th>
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<td>NH WLY LP</td>
<td>West Little York Apartments</td>
<td>7925 West Little York</td>
<td>19286</td>
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<td>AMG Harvest Time LLC</td>
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<td>TBD - 800 Block of Harvest Time LN</td>
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<td>Avenue on 34th</td>
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<td>Heights Senior Village</td>
<td>TBD</td>
<td>19262</td>
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<td>Hue Apts, LP</td>
<td>Hue</td>
<td>402 Columbia</td>
<td>19096</td>
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<td>Houston 2222 Pierce Housing, LP</td>
<td>2222 Pierce</td>
<td>2222 Pierce</td>
<td>19299</td>
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<td>Caroline Lofts, LP</td>
<td>Caroline Lofts</td>
<td>Approx 1300 McGowen</td>
<td>19305</td>
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<td>Change Happens Senior Housing</td>
<td>3345 Elgin</td>
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<td>19085</td>
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<td>2500 McGowen Street</td>
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<td>TBD - NE Corner of Beamer Rd &amp; Beltway &amp; 11499 Beamer Rd</td>
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<td>SWC 19660 Kingwood Dr</td>
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<td>Campanile on Fondren</td>
<td>2800 Fondren</td>
<td>19230</td>
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<td>11360 Bellaire BLVD.</td>
<td>19260</td>
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<td>NWC of Westheimer and Briarwest Boulevard</td>
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<td>Winston Enclave Partners, LP</td>
<td>900 Winston</td>
<td>900 Winston</td>
<td>19074</td>
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<td>NH Canal LP</td>
<td>Canal Street Apartments</td>
<td>5601 Canal Street</td>
<td>19001</td>
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<td>Ethan Place, LP</td>
<td>Ethan Place</td>
<td>TBD - SWC Patton St. and Robertson St. *4318 Robertson St.</td>
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<td>TBD - SE Corner Harrisburg and York St * 3406 Harrisburg Blvd.</td>
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<td>600 Block of McKee</td>
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<td>5200 Navigation</td>
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<td>Vista East</td>
<td>3801 Garrow Street</td>
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<td>Name of Company</td>
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<td>ZIP Code</td>
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<tr>
<td>APV Telephone Road Elderly, LP</td>
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<td>Vista Park Place, L.P.</td>
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<td>TX Bellfort Apartments, LP</td>
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<td>DWR Blue Ridge 19 LP</td>
<td>Blue Ridge Villas</td>
<td>SEC Blue Ridge Rd. and S. Sam Houston Pkwy</td>
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<td>EAF Edison 19 LP</td>
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<td>7100 W. Fuqua Dr.</td>
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<td>Huntington CR Partners, Ltd.</td>
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<td>Approx 16360 Chimney Rock</td>
<td>19245</td>
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<td>Rockwell Senior Village, Ltd.</td>
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<td>6002 S Sam Houston Pkwy W</td>
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<td>Tramonti Houston Partners, Ltd.</td>
<td>The Tramonti</td>
<td>Approx 16330 Chimney Rock</td>
<td>19242</td>
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<td>Verdin Square Apts, LP</td>
<td>Verdin Square</td>
<td>The north side of McHard Road, just west of Moffett Lane (McHard Road)</td>
<td>19109</td>
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<tr>
<td>Vista at Chimney Rock, L.P.</td>
<td>Vista at Chimney Rock</td>
<td>NE corner of Chimney Rock Road and McCard Road</td>
<td>19106</td>
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</table>
January 23, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

Attn: Marni Holloway - Via Email – marni.holloway@tdhca.state.tx.us
Director of Multifamily Finance

Re: Support for Edison Lofts, TDHCA Application No. 19327

Dear Ms. Holloway,

I am writing to show my support for Edison Lofts, a proposed affordable rental housing community for individuals and families that will be located at 7100 W. Fuqua Dr., Houston, Fort Bend County, Texas 77489. Edison Lofts will be sponsored by an affiliate of Edison Arts Foundation.

Edison Lofts will be located on a portion of a site formerly occupied by a strip center. The neglected Kroger/Willowridge Shopping Center has been unoccupied for several years contributing to an increase in crime and vandalism in the surrounding neighborhood. Edison Lofts will be a catalyst project that will stimulate much needed improvements in and around the Briargate neighborhood.

I therefore support the development of Edison Lofts and TDHCA Application No. 19327.

Sincerely,

Ron Reynolds

cc: Charity Carter – Via Email – edisonartsfoundation@gmail.com
President
Edison Arts Foundation

Donna Rickenbacker – Email – donna@dwrdevelopment.com
February 15, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

Attn: Marni Holloway; Via Email – marni.holloway@tdhca.state.tx.us

Re: TDHCA Application No. 19327; Edison Lofts

Dear Ms. Holloway,

I am writing to express our support for the development of Edison Lofts, a proposed affordable rental housing community for individuals and families that will be located at 7100 W. Fuqua Dr., Houston, Fort Bend County, Texas 77489, an area that we serve.

Catholic Charities of the Archdiocese of Galveston-Houston is a 501(c)(3) nonprofit community organization based in Houston, Texas with our main office located at 2900 Louisiana Street, Houston TX 77006. For 75 years, Catholic Charities has provided food, clothing, shelter and a network of support services to people of all ages and from all walks of life and religious backgrounds. We also promote social justice, serving as a voice for the poor and vulnerable. Catholic Charities serves anyone in the Greater Galveston-Houston region who needs us, from any religious background and from all walks of life.

Catholic Charities of the Archdiocese of Galveston-Houston Church supports EAF Edison 19 LP, the sponsor of Edison Lofts, in its efforts to provide quality affordable rental housing in Houston, Texas.

Sincerely,

By: [Signature]

Name: Cynthia Colbert

Title: President and CEO

cc: Donna Rickenbacker – donna@dwrdevelopment.com
Charity Carter – edisonartsfoundation@gmail.com
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 20, 2019

CATHOLIC CHARITIES OF THE ARCHDIOCESE OF GALVESTON
2900 LOUISIANA ST ATTN:T LACOMBE
HOUSTON, TX 77006-3435

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 02-11-1952
- Sales and use tax, as of 08-29-1977
  (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17411097334

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.
Filing Number: 1944601
Original Date of Filing: February 11, 1962
Entity Type: Domestic Nonprofit Corporation
Entity Status: in existence
Tax ID: 7411093734
Duration: Perpetual
Name: Catholic Charities of the Archdiocese of Galveston-Houston
Address: 2500 Louisiana St ATTN HELEN MCCOYALD
HOUSTON, TX 77006-3435 USA

Instructions:
* To place an order for additional information about a filing press the 'Order' button.
## CATHOLIC CHARITIES OF THE ARCHDIOCESE OF GALVESTON

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<td><strong>Mailing Address</strong></td>
<td>2900 LOUISIANA ST ATTN:T LACOMBE HOUSTON, TX 77006-3435</td>
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<tr>
<td>Right to Transact Business in Texas</td>
<td>ACTIVE</td>
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<tr>
<td><strong>State of Formation</strong></td>
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<tr>
<td><strong>Effective SOS Registration Date</strong></td>
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<td><strong>Texas SOS File Number</strong></td>
<td>0010944601</td>
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<tr>
<td><strong>Registered Agent Name</strong></td>
<td>GREGG WILSON</td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
<td>2900 LOUISIANA ST HOUSTON, TX 77006</td>
</tr>
</tbody>
</table>
Catholic Charities continues to lead in long-term disaster case management.

**Hurricane Harvey Impact – One Year Later**

Providing Help. Creating Hope.

Guided by God’s love, Catholic Charities provides food, clothing and shelter for people in need and a network of services supporting infants to seniors.
Collaborating Organizations and Resources

Catholic Charities works in partnership with local and national organizations such as Catholic Charities USA, Texas Catholic Conference, Center for Public Policy Priorities, the Archdiocese of Galveston Houston Office of Peace and Justice, the Rev. William J. Young Social Justice Institute at the University of St. Thomas and many others. Below is a list of our collaborating organizations, resources and their links:

- Archdiocese of Galveston-Houston Office of Justice and Peace
- Catholic Charities USA
- Center for Public Policy Priorities/Austin Texas
- Children’s Defense Fund
- Justice for Immigrants
- Library of Congress
- Office for Social Justice Archdiocese of St. Paul Minneapolis
- Texas Catholic Conference
- Texas Legislature Online
- United States Conference of Catholic Bishops
- Young Institute at the University of St. Thomas

Resources for Victims of Domestic Violence

Houston Area Women’s Center (www.hawc.org) – Domestic violence hotline number is 713-528-2121 and sexual assault hotline number is 713-528-7273. The National Domestic Violence Hotline provides crisis intervention and referrals to local service providers. Call 800-799-SAFE (7233) or 800-787-3224 (TTY). Email assistance is available at ndvh@ndvh.org.
Nurturing and Caring for Children

Catholic Charities provides a range of programs for our children and young adults in need.

- Blessed Beginnings Pregnancy and Parenting Life Center
- St. Michael's Homes for Children
- St. Jerome Emiliani’s International Foster Care and Group Home
- School Counseling
- 24/7 Dad – Parenting Classes for Dads and Father Figures
Our Services

STRENGTHENING FAMILIES

Basic Needs
Counseling Services
Disaster Recovery – Restoring Hope and Rebuilding Lives

SUPPORTING REFUGEES & IMMIGRANTS

Strengthening Families

Catholic Charities provides a comprehensive network of social services for all families aimed at promoting and facilitating self-sufficiency that empower people and communities to grow and thrive.

Basic Needs (Food, Rent, Utilities, Medication, etc.)
Counseling Services
Disaster Relief
Our Services

NURTURING AND CARING FOR CHILDREN
STRENGTHENING FAMILIES
Basic Needs
Counseling Services
Disaster Recovery – Restoring Hope and Rebuilding Lives

Basic Needs

Catholic Charities’ Family Assistance Program is designed to provide compassionate and caring services to individuals and families facing barriers to accessing “basic needs” including food, clothing, housing, health care and more. The larger goal of moving families toward greater self-sufficiency begins with meeting these basic “human rights” thus allowing clients to work to achieve the life they envision.

UPCOMING FOOD FAIR DATES

Services Provided
racing barriers to accessing basic needs including food, clothing, housing, health care and more. The larger goal of moving families toward greater self-sufficiency begins with meeting these basic "human rights" thus allowing clients to work to achieve the life they envision.

UPCOMING FOOD FAIR DATES

- **Services Provided**
  - Food assistance, serving the community at large
  - Health screenings and nutrition education
  - Information and referral services
  - Case management services
  - Direct assistance with applying for mainstream benefits (i.e., SNAP)
  - Limited financial assistance
  - Advocacy in obtaining community resources
  - Saturday food fairs (twice monthly, all welcome, no ID required)
  - Share Your Blessings Christmas sponsorship
  - Intra-agency referrals for [Counseling Services](#), [Pregnancy and Parenting Services](#), [Senior Services](#), [Immigration Legal Assistance](#), [Veterans Services](#) and Basic Needs Services in the Bay Area, Texas City and Galveston.

Contact our main office at 713.526.4611 or you may contact one of the facilities in your area:
Service Area and Contact Information

Harris County
The Lewis and Joan Lowenstein Foundation Pan De Vida Food Pantry is located in:
Catholic Charities Guadalupe Center
326 South Jensen Drive, Houston, Texas 77008
713-227-9981

Fort Bend County
Mamie George Community Center
1111 Collins Road, Richmond, Texas 77469
281-202-6200

Galveston County
Bay Area Basic Needs Center
1300 A Bay Area Blvd., Houston, Texas 77058
281-282-6069

Texas City Basic Needs Office
712 5th Avenue, Texas City, Texas 77590
409-948-0405

Galveston Basic Needs Office
4700 Broadway, Suite F-103, Galveston, Texas 77551
409-762-2054
Supporting Refugees & Immigrants

"For I was a stranger and you welcomed me."

Houston has one of the nation’s largest refugee and immigrant populations. We can provide help with immigration legal services, such as citizenship application assistance. We also can assist government-approved refugees become self-sufficient through essential skills.

Donate Now

Immigration Services  |  Refugee Services
Promoting Independence for Seniors, Veterans & Others

Catholic Charities supports seniors in their efforts to stay healthy and active, volunteer, build friendships and live independently for as long as possible. We provide companionship and transportation to doctor’s appointments, grocery shopping and other vital trips, health and welfare monitoring, referrals for mental health, education, social and spiritual needs, emergency assistance, and loving, listening hearts for hundreds of otherwise-isolated seniors in and around Houston.

We provide compassionate support, case management, financial assistance, counseling and spiritual direction to those living with HIV/AIDS, along with their family members and friends.

We also offer hope for women who have served this country and are in crisis. We help through financial assistance for rent, mortgage, food, employment and education guidance, and through other services.

Senior Services
February 20th, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway - Via Email – marni.holloway@tdhca.state.tx.us
Director of Multifamily Finance

Re: TDHCA Application No. 19327; Edison Lofts

Dear Ms. Holloway:

I am writing to express our support for the development of Edison Lofts, a proposed affordable rental housing community for individuals and families that will be located at 7100 W. Fuqua Dr., Houston, Texas 77489.

Mission Bend United Methodist Church is a 501(c) (3) community organization. Mission Bend United Methodist Church is a rich and diverse community of faith that brings people together. Mission Bend has provided food, clothing, shelter and a network of support services to people of all ages and from all walks of life and religious backgrounds. We also promote social justice, serving as a voice for the poor and vulnerable. We offer a variety of programs in the Houston and Greater Houston area.

Mission Bend United Methodist Church supports EAF Edison 19 LP, the sponsor of Edison Lofts, in its efforts to provide quality affordable rental housing in Houston, Texas.

Sincerely,

By: Rev. Dr. Carolyn McCall Livingston, Lead Pastor

cc: Charity Carter – edisonartsfoundation@gmail.com
    Donna Rickenbacker – donna@dwrdevelopment.com
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 15, 2019

MISSION BEND UNITED METHODIST CHURCH, HOUSTON, TEX
PO BOX 7410
BEAUMONT, TX 77726-7410

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 07-29-1981
- Sales and use tax, as of 07-29-1981
  - (provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
- State portion of hotel occupancy tax, religious-affiliated as of 07-29-1981
  - (provide Texas hotel occupancy tax exemption certificate Form 12-302 to vendor)

Texas taxpayer identification number: 30005891707

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Mission Bend United Methodist Church, Houston, Texas

Name: Mission Bend United Methodist Church, Houston, Texas
Address: PO Box 7410, Beaumont, TX 77710 USA

Instructions:
- To place an order for additional information about a filing press the 'Order' button.
## Franchise Tax Account Status

As of: 02/15/2019 15:03:11

This Page is Not Sufficient for Filings with the Secretary of State

### MISSION BEND UNITED METHODIST CHURCH, HOUSTON, TX

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<tr>
<td><strong>Mailing Address</strong></td>
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<tr>
<td><strong>Right to Transact Business in Texas</strong></td>
<td>ACTIVE</td>
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<tr>
<td><strong>State of Formation</strong></td>
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<td><strong>Effective SOS Registration Date</strong></td>
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<tr>
<td><strong>Texas SOS File Number</strong></td>
<td>0057194401</td>
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<tr>
<td><strong>Registered Agent Name</strong></td>
<td>MONTE HYMAN</td>
</tr>
<tr>
<td><strong>Registered Office Street Address</strong></td>
<td>3710 HIGHWAY 6 SOUTH HOUSTON, TX 77082</td>
</tr>
</tbody>
</table>
Featured Event! – Click on Picture or Title to open fully
“Loving in Truth & Action” UMC SW District Event – Only $10.00 ALL laity and clergy are invited to join us for our annual Southwest District Leadership Development Event!
Worship Keynote Address: Dr. Marla Dixon-Hall 2 Workshop Sessions SPRC: Basic – Session 1 only Finance – Session 1 only Single Board Model – Session 1 & 2 […]
Life After

Come to “Life after High School” Focus is on 7th and 8th graders and their families, but older students may still benefit. FREE EVENT – Open to the public. Presentation by Dr. Wendy Andreen From Wendy’s Facebook page: “Figuring out how to navigate high school and prepare for college at the same time may feel [...]”

Join Handbells

Join Handbells! It’ll be Fun! The Handbells Choir is restarting for 2019. No prior experience is needed and it is open to ALL to join handbells. Practice will be starting Wednesday February 6th at 6:30 pm in the Choir Room in the main building. If you can count to 4, we will teach you the rest. [...]

MBUMC Calendar

FEBRUARY 2019

1 2

3 4 5 6 7 8 9

10 11 12 13 14 15 16

17 18 19 20 21 22 23

24 25 26 27 28
Mission Bend United Methodist Church

3710 Hwy 6 South
Houston Texas 77082
Map your way to Mission Bend

Phone: 281.497.4491
Fax: 281.497.3395
office@mbumc.org

Prayer Topical Index

Worship with Us

9:00a | Sunday School classes for all ages
10:30a | Service of Word
Communion available in the chapel.

What should I expect when I come to Mission Bend?
Mission Bells Food Pantry

Westminster Presbyterian Church/ Mission Bend UMC / Christ the King Episcopal Church were founding/supporting churches supporting the Mission Bells Food Pantry. Originally Mission Bells was on the Westminster Presbyterian Church location on Bellaire near Hwy 6, but moved to the Christ the King Episcopal Church location farther west on Bellaire.

If you are in need of assistance, please contact the Food Pantry directly:

Website: https://missionbells.org/

Address: Mission Bells Food Pantry, 15325 Bellaire Blvd. Houston, Texas 77082

Hours of Operation:

- Tuesday & Thursday: 10:00 A.M. – 12:00 P.M.
- Saturday: 1:00 P.M. – 3:00 P.M.

Visit the Food Pantry’s website to find out how you as an individual or a church can donate money or food to help support them or also how you can volunteer as well.
Other Missions Bulletin Board entries

Here are current and past Opportunities to be of service to our community and to provide HOPE.

After Holidays

January 6, 2019 By Jeff McFarlane
After Holidays

Food Pantry needs after Holidays Both the Mission Bells Food Pantry and the W.H.A.M. Food Pantry appreciate the donation of non-perishable food items after holidays have ended as often their shelves become bare during January and February. Items that are always appreciated include: Peanut butter, Jelly, canned meat, canned fish, canned vegetables, crackers, cereal, macaroni [...]

MBCA Christmas Program

Volunteer for the MBCA Christmas Program We are hosting MBCA Christmas Program this Thursday, December 6th starting at 6:15 pm. Volunteers needed to help: Be a Greeter Hand out programs Bring snacks Help clean-up afterwards The MBCA Kids are going to be great, but they need our help! Click the button below to volunteer your help! [...]

Preferred Contact Method *

- Email
- Phone

Message *

0 of 250 max characters

Please enter your question or reason for contacting us. Someone will respond within 24 hours during the office week (Monday-Thursday). Thank you for reaching out!
Clean Blankets

November 27, 2018 By Jeff McFarlane

Bring clean blankets for W.H.A.M. ASAP ‘cause Baby, it’s cold outside! Donate clean blankets so that W.H.A.M. can hand them out due to the colder weather. Warm the body and the heart!

Filed Under: Missions Bulletin Board
Tagged With: donate, Missional Outreach

Manna Bags

July 22, 2018 By Jeff McFarlane

Manna Bags – July Reminder
Manna Bags – Needs Individual
Drinks Individual Cheese & Cracker Snacks Packaged Fruit Cups
Pop-top cans of meat Packaged Trail Mix
Great morning at Bike/Trike-A-Thon raising money for summer camp & having a blast! Despite the cold and rain we managed to have another safe and successful year! Thanks to everyone who rode, brought kids, helped out, or sponsored bikers! Big shout out to the Girl Scouts for all their help! GOD IS GREAT ALL THE TIME!!

PS: It's still not too late to donate. You can make checks payable to Mission Bend United Methodist Church and in the memo line write for bike-a-thon. You can give your donations to Connie Fowler. And we also take cash of course. LOL — at Mission Bend United Methodist Church.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Details</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEC 16</td>
<td>FREE-One Silent Night-A Christmas Choir</td>
<td>Trinity Baptist Church of Katy, Katy, TX</td>
</tr>
<tr>
<td>DEC 2</td>
<td>Christmas Sing-A-Long</td>
<td>Mission Bend United Metho, Houston, TX</td>
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<tr>
<td>AUG 10</td>
<td>Community Job Fair</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>JUL 19</td>
<td>Family Vacation Bible School (All Ages)</td>
<td>Mission Bend United Metho, Houston, TX</td>
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<tr>
<td>JUN 18</td>
<td>Rolling River Rampage Vacation Bible School</td>
<td>Mission Bend United Metho, Houston, TX</td>
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<tr>
<td>MAR 25</td>
<td>Easter Eggstravaganza!</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>DEC 17</td>
<td>Walk Through Bethlehem</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>OCT 21</td>
<td>Pet Parade &amp; Costume Contest, Saturday</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>JUL 30</td>
<td>Flip Flop Family Worship</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>JUL 2</td>
<td>Welcome Pastor Carolyn</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>DEC 16</td>
<td>Born This Day: Christmas Concert 2016</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>DEC 24</td>
<td>Christmas Eve with Mission Bend</td>
<td>Mission Bend United Metho, Houston, TX</td>
</tr>
<tr>
<td>DEC 24</td>
<td>Christmas Eve worship</td>
<td>Mission Bend United Metho, Houston, TX</td>
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</tbody>
</table>
February 23, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701
Attn: Marni Holloway - Via Email – marni.holloway@tdhca.state.tx.us
Director of Multifamily Finance

Re: TDHCA Application No. 19327; Edison Lofts

Dear Ms. Holloway:

Advocacy Now Institute ("ANI") supports the development of Edison Lofts, a proposed affordable rental housing community for individuals and families that will be located at 7100 W. Fuqua Dr., Houston, Fort Bend County, Texas 77489, an area served by ANI.

ANI's mission is to advocate, educate, mentor, and empower individuals, families, and communities. ANI is dedicated to educating individuals and communities to make the world a better place. We focus on entrepreneurship, employment, empowerment, equality, spiritual enhancement and healthy living.

ANI supports EAF Edison 19 LP, the sponsor of Edison Lofts, in its efforts to provide quality affordable rental housing in Houston, Texas.

Sincerely,

By:

cc: Charity Carter – edisonartsfoundation@gmail.com
    Donna Rickenbacker – donna@dwrdevelopment.com

"Say no to wrong. Learn to do good. Work for justice. Help the down-and-out. Stand up for the homeless. Go to bat for the defenseless." Isaiah 1:17

(832)775-2750 phone       edu@advocacynowinstitute.com

Advocacy Now Institute is a ministry of Covenant Glen UMC & The Liberation Project
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 26, 2019

THE LIBERATION PROJECT
401 PRESENT ST
MISSOURI CITY, TX 77489-1109

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 08-12-1997
- Sales and use tax, as of 08-12-1997
  (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: 32000068166

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.
September 29, 2000

Burnis Brazil
The Liberation Project
401 Present Street
Missouri City, Texas 77489-1109

Dear Burnis Brazil:

I am pleased to report The Liberation Project, Taxpayer Number 3-20000-6816-6, qualifies for exemption from the state franchise tax as a 501(c)(3) organization effective August 12, 1997. Since the account is in the process of being updated, you should disregard any franchise tax notices for periods covered by the exemption. In the event we have reason to believe the organization no longer qualifies for exemption, we will notify the registered agent that the exempt status is under review.

This corporation also qualifies for exemption from the Texas limited sales, excise, and use tax as a 501(c)(3) organization effective August 12, 1997. It may issue an exemption certificate instead of paying the state and local sales tax on taxable items if they relate to the purpose of the exempt organization and are not used for the personal benefit of a private party or individual. The enclosed certificate does not require a number to be valid, and you may reproduce it in any quantity.

If your organization makes any sales of taxable items or services, please contact our Tax Assistance Section at 1-800-252-5555 to determine if a sales tax permit is needed. The direct number is 512/463-4600.

The organization must notify the Secretary of State if it changes its name, registered agent, or registered office address.

If you have any questions, you may e-mail me at <tax.help@cpa.state.tx.us> or call me toll free at 1-800-531-5441, extension 5-9704. My Austin number is 512/305-9704.

Sincerely,

Janice Womack
Exempt Organizations Section
Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more you pay to each of your employees during a calendar year. This does not apply, however, if you make or have made a timely election under section 3121(w) of the Code to be exempt from such tax. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or
she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Requests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of $20 per day for each day there is a failure to comply (up to a maximum of $10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unre-
THE LIBERATION PROJECT INC

lated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 58-304, C.B. 1958-2, page 306.)

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director
**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Donna Brazil</td>
<td>4811 Present St. \n\nMesa\nCity, TX 77419 USA</td>
</tr>
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</table>

**Instructions:**
- To place an order for additional information about a filing press the 'Order' button.
Advocacy New Institute
9500 SPECTRUM DR
Austin, TX 78717-4555 USA

Instructions
- To place an order for additional information about a filing press the 'Order' button.
Advocacy Now Magazine
Using Media to Change the World

Advocacy Now Institute (ANI)

NEWS FLASH

FBISD Board of Trustees Listening and Literacy Tour at Briargate Elementary

Education & Awareness Education is the key to greater awareness and self-important. The Advocacy Now Institute is dedicated to educating individuals and communities to make the world better. Visit us on Facebook. Read more about education (ANI)

Advocacy Now Magazine

Advocacy Now Magazine is an interactive and engaging website designed to be educational and informative. Our contributors write on topics dealing with mental illness, health, education, criminal justice reform, business, personal finance, and theology. Using media to change the world! advocacynowmagazine.com

BERKELEY UNIVERSITY PSYCHOLOGIST DR. ADISA ANDERSON TALKS ABOUT MENTAL ILLNESS IN THE BLACK COMMUNITY – SMP PRODUCTION
Advocacy Now Institute (ANI)
ANI Mission and Vision

ANI’s mission is to advocate, educate, mentor, and empower individuals, families, and communities. Our vision is to show love by exemplifying the character of Christ in the community. Isaiah 1:17 says, Say no to wrong. Learn to do good. Work for justice. Help the down-and-out. Stand up for the homeless. Go to bat for the defenseless.
Our Mission

Mission: Sincere Media Productions (SMP) "captures the lives that people live."

Meet the CEO

David Lee Sincere, Jr.

David has 20 years of experience as a non-profit executive managing the property operations for one of the largest charities in Houston. He has worked in the ministry for also 30 years.


He sits on the Association for the Advancement of Mexican Americans Health and Human Services Committee and the Willowridge High School Wall of Fame Non-Profit Board.

David has been married to his wife Candice Sincere for 26 years. He has three beautiful girls and lives in the Houston area.
PEACEFUL LIVING COUNSELING AND CONSULTING SERVICES

Advocacy Now Magazine
Advocacy Now Magazine is an interactive and engaging website designed to be educational and informative. Our contributors write on topics dealing with mental illness, health, education, criminal justice reform, business, personal finance, and theology. Using media to change the world! advocacynowmagazine.com

BERKELEY UNIVERSITY PSYCHOLOGIST DR. ADISA ANDERSON TALKS ABOUT MENTAL ILLNESS IN THE BLACK COMMUNITY – SMP PRODUCTION

FBISD LITERACY BUDDIES READING PROGRAM TRAINING SATURDAY, MARCH 2, 2019 AT 10:00 AM BRIARCHASE MISSIONARY BAPTIST CHURCH 16000 BLUERIDGE RD, MISSOURI CITY, TX 77489

REV. DAVID LEE SINCERE, JR.
Rev. Sincere is the Texas Board of Education 2018 Heroes for Children Award Recipient (District 7) and 2018 co-winner of the Missouri City & Vicinity Community Service Award.

ADVOCACY NOW INSTITUTE (ANI)
ANI's mission is to advocate, educate, mentor, and empower individuals, families, and communities.

ANI's Mission Text:
Isaiah 1:17 says, Say no to wrong. Learn to do good. Work for justice. Help the down-and-out. Stand up for the homeless. Go to bat for the defenseless.

ORGANIZATIONAL PSYCHOLOGIST, LPC, E'EA JONES – FAITH, FAMILY AND COUNSELING – SMP MENTAL HEALTH CONSULTANT AND CONTRIBUTOR
PEACEFUL LIVING COUNSELING AND CONSULTING SERVICES

(832) 572-3640
Dr. Ee'a Jones, SMP Mental Health Consultant & Contributor

I have over 24 years experience as a mental health professional. I have a BS in Psychology, MA in Counseling, and PhD in Organizational Psychology. I have been a Licensed Professional Counselor (LPC) since 2002, and I am also a LPC supervisor. My counseling experience over the years has been with children, adolescents, and adults, including youth and adults in the legal system. I have extensive experience working with children, adolescents, and their parents to help in changing behavioral issues, and to learn more appropriate parenting skills. I also have experience working with adults looking to change their thinking about themselves and those around them to live a more peaceful life. The modalities of treatment I have used are individual, group, family and marital therapies. I also utilize Cognitive Behavioral, Client-Centered, Solution-Focused and Brief Therapies in helping clients to achieve peaceful living.
Advocacy Now Institute

About

CONTACT INFO

📞 Call 8327752750
🔗 m.me/88133122026598
🌐 http://advocacynowmagazine.com

MORE INFO

About

ANI Mission: Advocate, educate, mentor, and empower individuals, families, and communities. We do evangelize, missions, and fight for social justice.

Nonprofit Organization
Got a chance to visit the Buffalo Soldier National Museum with the Advocacy Now Institute. BSNM dedicated a brand new monument in honor of those who served in "The Great War" (World War I). Thankful to all our Veterans for their service!
Congratulations to Pastor Dougles Wray, Advocacy Now Institute and Jane for hosting a VERY successful Summer 2018 Robotics Camp from June 25th - 29th. The children learned soo much this week related to STEM. #advocacynow #teamreynolds #teamroboticscamp
I would like to commend Advocacy Now Institute for partnering with the IC4 Houston - Impact Church of Houston to host the Summer 2016 Robotics Camp, from June 25th - 29th. #advocacynow #TeamReynolds #Teamroboticscamp
February 25, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

Attn: Marni Holloway - Via Email – marni.holloway@tdhca.state.tx.us
Director of Multifamily Finance

Re: TDHCA Application No. 19327; Edison Lofts

Dear Ms. Holloway:

I am writing to express our support for the development of Edison Lofts, a proposed affordable rental housing community for individuals and families that will be located at 7100 W. Fuqua Dr., Houston, Fort Bend County, Texas 77489, an area that we serve.

Johnson & Johnson Activities, Inc. is a 501(c) (3) community organization designed to assist individuals in acquiring, retaining and/or improving self-help and socialization skills. Our mission is to contribute to the growth of people with disabilities and the aged. We focus on the skills needed to use one's leisure time in a meaningful way. We provide individuals with age-appropriate activities that enhance self-esteem and maximize functional levels.

Johnson & Johnson Activities, Inc. supports EAF Edison 19 LP, the sponsor of Edison Lofts, in its efforts to provide quality affordable rental housing in Houston, Texas.

Sincerely,

By: Andrew Johnson

Name: Andrew Johnson
Title: Executive Director

cc: Charity Carter – edisonartsfoundation@gmail.com
    Donna Rickenbacker – donna@dwrdevelopment.com
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 07, 2019

JOHNSON & JOHNSON ACTIVITIES, INC.
1419 GREEN MANSIONS CT
MISSOURI CITY, TX 77489-5227

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 11-12-1997
- Sales and use tax, as of 11-12-1997
  (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: 17605520182

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.
Franchise Tax Account Status
As of: 02/07/2019 16:15:59

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Instructions:
- To place an order for additional information about a filing press the 'Order' button.
Johnson and Johnson Adult Day Care

Adult Day Activities For
Seniors Citizens And
Adults With Disabilities

Serving The Adult Communities Of Fort Bend And Harris County

Johnson and Johnson do not and shall not discriminate on the basis of race, color, religion (creed), gender, gender identity and expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, or any other in any of its activities or operations.

Visit Us At

14750 Fondren Rd.
Missouri City, TX 77489

Hours of Operation:
8:00 am - 5:00 pm

Call: 713.723.2090 | Fax: 713.723.2091
About Us

Johnson & Johnson Activities Inc. is a non-profit organization designed to assist individuals in acquiring, retaining and/or improving self-help and socialization skills. Our mission is to contribute to the growth of people with disabilities and the aged. We focus on the skills needed to use one's leisure time in a meaningful way. We provide individuals with age-appropriate activities that enhance self-esteem and maximize functional levels for those age 18 or older who are limited in their ability to function independently in the community as an alternative to institutional care.
The Facility

Johnson & Johnson Activities Inc. feel it is important to make our facility and its surrounds as pleasurable as possible. Our goal is to keep the environment homey rather than institutional.

Our Facility Includes

- Handicapped accessible bathrooms, including showers.
- A medical treatment room with private beds for resting.
- Open activities are concept to accommodate.
- Monitoring of clients by nurse and staff.
Adult Day Activities

Arts and Crafts

Daily Exercise, and Recreation

Commensurate with Level of Capacity

Field Trips

Games Such as Checkers, Dominoes, Bingo, etc.

Movies and Television

Celebrations of Birthdays and Holidays

Transportation provided, in most cases to and from your home to center
Our goal is to provide the highest quality of life possible. The smaller environment allows for better care provided by happier staff members, quality meals, and an activity schedule that can be customized for the benefit of every client that attend our facility. We understand that our families want to remain involved and a primary partner in their loved one’s care and daily path. We will work together to create the best environment and plan possible for our clients. Through Education and support, families will be provided with the opportunities to learn more about personal plans of care and share their own journeys.
February 27, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

Attn: Marni Holloway - Via Email – marni.holloway@tdhca.state.tx.us
Director of Multifamily Finance

Re: TDHCA Application No. 19327; Edison Lofts

Dear Ms. Holloway:

I am writing to express our support for the development of Edison Lofts, a proposed affordable rental housing community for individuals and families that will be located at 7100 W. Fuqua Dr., Houston, Texas 77489.

Target Hunger is a 501(c)(3) tax-exempt community organization based in Houston, Texas with our main office located at 3300 Lyons Avenue, Suite 103, Houston, TX 77020. The mission of Target Hunger is to alleviate hunger and its root causes in the Houston neighborhoods we serve. Our vision is a Houston where no one goes hungry and everyone can provide food for themselves and their families. Target Hunger, a United Way agency, was founded in 1989 as a grassroots, community based program to fight the increasing hunger problem in Houston’s neighborhoods.

Target Hunger supports EAF Edison 19 LP, the sponsor of Edison Lofts, in its efforts to provide quality affordable rental housing in Houston, Texas.

Sincerely,

Sandra Wicoff
Target Hunger
Chief Executive Officer

cc: Charity Carter – edisonartsfoundation@gmail.com
    Donna Rickenbacker – donna@dwrdevelopment.com
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 27, 2019

TARGET HUNGER
3300 LYONS AVE STE 103
HOUSTON, TX 77020-8254

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

- Franchise tax, as of 04-29-1997
- Sales and use tax, as of 04-29-1997
  (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: 13115488499

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.
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**Franchise Tax Account Status**

As of: 02/22/2019 10:44:37

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<tr>
<td><strong>Registered Office Street Address</strong></td>
<td>2814 QUITMAN STREET HOUSTON, TX 77026</td>
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2019 30th Anniversary Gala

Held each February, Target Hunger’s annual gala is the agency’s single largest fundraising event of the year. The program includes an update of Target Hunger’s activities and achievements, recognition of distinguished honorees, live and silent auctions, fine dining and dancing. SAVE THE DATE! The 2019 30th Anniversary Gala will be held Friday, February 22nd at the Junior League of Houston. Stay tuned for more information!

**SAVE THE DATE!**
The 2019 Gala Royale will be held on Friday, February 22nd at the Junior League of Houston! Stay tuned for more information!

Download Gala Sponsorship Form

Contact Tiffany Stafford for more information on how you can get involved with the Gala Royale. If you would like to donate items to the live or silent auction, please click here.
About Us

Our Mission
The mission of Target Hunger is to alleviate hunger and its root causes in the Houston neighborhoods we serve. Our vision is a Houston where no one goes hungry and everyone can provide food for themselves and their families.

Through our food distribution system that includes six (6) food pantries, the Willie H. & Gladys R. Goffney Community Garden, an extensive senior home delivery program with 16 routes, 10 senior day sites, a central food hub and numerous community food fairs, Target Hunger is on the front lines of hunger every day.

Target Hunger is one of Houston’s largest organizations providing direct food distribution to food insecure seniors, children and families who face the risk of going hungry every day. We distribute nearly 5 million pounds of food each year – the equivalent of 4.2 million meals - to more than 11,000 individuals each month.
Food Programs

COMMUNITY FOOD PANTRIES
Target Hunger operates six (6) Food Pantries that serve individuals and families who need food assistance in zip codes 77016, 77020, 77026, 77028 and 77078. Food pantry clients receive a monthly distribution of nutritious groceries that includes fresh produce and protein. In addition, the food pantries provide emergency food relief in times of crisis and natural disasters.

COMMUNITY FOOD FAIRS
Target Hunger hosts monthly Food Fairs at four (4) of our food pantries as well as additional community based sites. Each participant in the food fair is provided with a distribution of 30-40 pounds of healthy, fresh, seasonal produce.

Target Hunger also hosts Educational Workshops at the food fairs on topics such as health and nutrition, safety, legal matters, and financial solvency.
Senior Programs

**Target Hunger’s Senior Home Delivery Program** brings nutritious food to seniors who are unable to visit a food pantry due to health issues or lack of mobility. The **Adopt-A-Route Program** engages corporate and community partners in delivering groceries to homebound clients. These delivery programs, which cover 16 routes, enable seniors to remain living independently and allows them to "age in place."

**Target Hunger’s Senior Day Site Program** provides groceries to clients through distribution to ten (10) local senior activity centers.

In addition to delivering nutritious food to our seniors, the Target Hunger drivers also check on the clients and may contact other agencies as needed to provide additional resources.

**Target Hunger serves the nutritional needs of more than 500 seniors each month.**
Educational & Community Gardens

Target Hunger’s Willie H. & Gladys R. Goffney Community Garden provides food as well as education about gardening and nutrition. The large garden gives volunteers and clients the opportunity to grow nutritious produce to benefit themselves, their neighbors, and Target Hunger food pantries. Families and volunteers are encouraged to “Adopt-A-Plot” where they can grow vegetables.

Both individuals and teams who volunteer in the garden may assist in many ways such as: building garden beds, turning soil, weeding, planting, watering, harvesting, maintenance and special projects. Many corporations, such as ExxonMobil, Shell, Ernst & Young, ConocoPhillips and others have found Target Hunger’s garden work days to be a great way to encourage team building among their employees while accomplishing a terrific community service.

If you would like to volunteer or Adopt-A-Plot, please contact G’eral Crawford at (832) 767-1766 ext. 105 or email gerald.crawford@targethunger.org.
Community Partners

Target Hunger relies on the support of collaborative partners to effectively address hunger and its root causes in Houston. Because of the help and dedication of community partners, Target Hunger is able to serve a greater number of people and in a broader capacity. We believe in community collaboration and host a Collaborative Community Partners workshop quarterly. If you are interested in partnering with Target Hunger, please contact Tiffany Stafford, Director of Fund Development.

TARGET HUNGER COMMUNITY PARTNERS
ALAR Institute
America Red Cross
Anderson Memorial Church of Christ
Angel Tree Ministries — Church Without Walls
Baylor College of Medicine
Berea Missionary Baptist Church
Buck Street Church of God in Christ
Care Connection
Chick Chat Club
City of Houston Department of Health & Human Services
Commons of Grace Senior Apartment Homes
Denver Harbor Senior Center
Feed the Children
Gateway to Care
Greater Law Memorial Church of God in Christ
Greater True Vine Missionary Baptist Church
Harris County Department of Health & Human Services
Harris County Probation Department
Hometown at Wayside
House of Deliverance
Feeding Houston Communities

Creating a community where nobody goes hungry, and individuals are able to provide food for themselves and their families.

See More
Target Hunger was mentioned in a post.

Royce F. Robinson
June 23, 2018

It was truly a great day!!!! Over 200 families were served with 30-50 lbs of food each!!!! Thanks to all servant workers who participated in this community event! See you next time at Crossover Bible Fellowship with the CBF PATHFINDERS MINISTRY! Special thanks to Target Hunger for providing all good items. #tired #sore #grateful #accomplished.
February 21, 2019

Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, TX 78701

Attn: Marni Holloway – Via Email – marni.holloway@tdhca.state.tx.us
   Director of Multifamily Finance

Re: TDHCA Application No. 19327; Edison Lofts

Dear Ms. Holloway:

I am writing to express our support for the development of Edison Lofts, a proposed affordable rental housing community for individuals and families that will be located at 7100 Fuqua Dr., Houston, TX 77489.

Covenant Community Capital (Covenant) is a 501(c)(3) tax-exempt organization that operates in the Houston MSA. We are a United Way supported organization that works to increase community stability by providing financial education and coaching to help low income working families acquire affordable homes, access quality education and build savings for life. A listing of our services is attached to this letter.

CCC supports EAF Edison 19 LP, the sponsor of Edison Lofts, in its efforts to provide quality affordable rental housing in Houston, Texas to lower income individuals and families including those served by Covenant.

Sincerely yours,

President/CEO

Mission
To enhance the beauty, safety, and economic vitality of low-income communities by increasing their capacity to develop affordable housing, grow business enterprises, and build family and community assets.
Exemption Verification Letter

Texas Comptroller of Public Accounts
Austin, TX 78774

February 14, 2019

COVENANT COMMUNITY CAPITAL CORPORATION
PO BOX 15398
HOUSTON, TX 77220-5398

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 06-12-1998
- Sales and use tax, as of 06-12-1998
  (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: 17605736762

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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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.
TEXAS SECRETARY of STATE
DAVID WHITLEY

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 149426901
Entity Type: Domestic Nonprofit Corporation
Original Date of Filing: June 12, 1998
Entity Status: In existence
Formation Date: N/A
Non-Profit Type: N/A
Tax ID: 32000747397
FEIN:
Duration: Perpetual
Name: COVENANT COMMUNITY CAPITAL CORPORATION
Address: PO BOX 15398
Houston, TX 77220 USA

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Instructions:
To place an order for additional information about a filing press the 'Order' button.
| **Franchise Tax Account Status**  
| As of : 02/14/2019 11:10:20 |

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<tr>
<td><strong>Registered Office Street Address</strong></td>
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Build Financial Independence!  
Buy a Home!  

Double your Money in an IDA Matched Savings Account

How it Works

Covenant equips working families to thrive financially and secure assets for intergenerational resilience by acquiring affordable homes, accessing quality education, and building savings for life. Over 500 qualifying families have also received a savings match and other assistance to buy a home. Covenant's proven tools help families achieve these goals. The steps to success include:

1. Open a no-cost individual development savings account (IDA).
2. Attend no-cost classes to build credit and homeownership skills.
3. Create and implement a personalized savings plan and home plan with help from savings and home coaches. Families meeting eligibility may also receive a match on up to $2,000 of their savings, plus help with other available assistance.
4. Attend a post-purchase class on succeeding as a homeowner.

Families receiving a home savings match may also receive coaching and matched savings to help with their children's education.

Matched Savings Eligibility

- Seeking a home in the Houston MSA within 3 years.
- Earn less than the income limits (2015 limits in chart to right).
- 18 or more years of age with a Social Security number or ITIN.

Get Started

- Download an application at www.CovenantCapital.org, or Paulina@CovenantCapital.org
- Call 832.879.2100

Matched Savings Income Limits*

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* Find adjusted income on line 37 of your Form 1040, line 21 on Form 1040A or line 4 on 1040EZ tax return.

Covenant Community Capital Corporation
3300 Lyons Avenue, Suite 203, Houston, Texas 77020
www.CovenantCapital.org
832.879.2100
Who We Are
Covenant is a local nonprofit located in Fifth Ward serving the Greater Houston Area. Over 500 families have achieved homeownership through Covenant's matched savings programs. Individuals, businesses, banks, the United Way and the U.S. Department of Health and Human Services underwrite Covenant's tools to help striving families build financial resilience.

What We Do
Through Covenant's matched savings programs clients save $2000 and are rewarded with a matching gift at least $2000 for down payment and closing cost assistance. Covenant equips working families to thrive financially and secure assets for intergenerational resilience by acquiring affordable homes, accessing quality education, and building savings for life.
Covenant Community Capital Corporation seeks to enhance the beauty, safety, and economic viability of low-income communities by increasing their capacity to develop affordable housing, grow business enterprises, and build family and community assets.

ADDITIONAL CONTACT INFO

- info@covenantcapital.org
- http://www.covenantcapital.org
- Financial Service

HOW IT WORKS

Covenant equips working families to thrive financially and secure assets for intergenerational resilience by acquiring affordable homes, accessing quality education, and building savings for life. Over 500 qualifying families have also received a savings match and other assistance to buy a home. Covenant’s proven tools help families achieve these goals. The steps to success include:

1. Open a no-cost individual development savings account (IDA).
2. Attend no-cost classes to build credit and homeownership skills.
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4. Attend a post-purchase class on succeeding as a homeowner.

Families receiving a home savings match may also receive coaching and matched savings to help with their children’s education.

MATCHED SAVINGS ELIGIBILITY

- Seeking a home in the Houston MSA within 3 years
- Earn less than the income limits
- 18 or more years of age with a Social Security number or ITIN

GET STARTED

- Download an application at www.CovenantCapital.org, or
- Email Paulina@covenantcapital.org
- Call 832-879-2200

Covenant is a nonprofit and Houston’s oldest community development financial institution. Individuals, businesses, banks, the United Way and the US Department of Health and Human Services underwrite Covenant’s proven tools to help striving families build financial resilience.
Covenant Capital
@CovenantComCap

Founded in 1998, we are a nonprofit organization that seeks to enhance the beauty, safety, and economic vitality of low-income communities.

Houston, TX
coventancapital.org
Joined May 2011
Photos and Videos

Tweets
37
Following
246
Followers
138
Lists
1

Covenant Capital Retweeted

Houston ISD @HoustonISD - 8 Feb 2016
Which @ Wheatley_HS graduate was the first African-American woman elected to the Texas Senate? bit.ly/20Hzmk #HISDBlackHistory

African-American leaders forged lasting legacy of... Editor’s Note: Black History Month runs from Monday, Feb. 1, through Monday, Feb. 29, this year, and HISD is celebrating with a series of weekly stories recognizing blogs.houstonisd.org

You may also like
CCSC
@CCSCHouston
TotFestHouston
@TotFestHouston

New to Twitter?
Sign up now to get your own personalized timeline!

Sign up
We at Covenant Community Capital are in the process of upgrading our website to better help the community in the future. Don’t fret we still have programs available to help better your lives.

For information on Covenant’s IDA Matched Savings Program for college and home ownership contact Paulina Serrano at 713-223-1864 ext 10 or Paulina@CovenantCapital.org

For information on Covenant’s Homebuyer Club contact Veralisa Hunter at 713-223-1864 ext. 15 or Veralisa@CovenantCapital.org
Covenant Community Capital

Tax season is here! Get FREE tax preparation services at a Baker-Ripley Neighborhood Tax Center!

FREE Quality Tax Preparation + Asistencia y Servicios GRATIS

OPEN JANUARY THROUGH APRIL
OPEN DE ENERO AL 15 DE ABRIL

Who is eligible?
Families and individuals earning up to $25,000

¿Quién puede participar?
 familias y individuos con ingresos hasta $25,000

Call 2-1-1
Llame 2-1-1
FreeTaxCenters.org
FreeTaxCenters.org
Get Help for Harvey Recovery

Recovery Planning - Disaster Case Management - Agency Referrals

- Financial assistance
- Legal aid
- Food assistance
- Educational assistance
- Special guests from Cosplay for Charity dressed as children’s favorite superheroes and characters
- Home repair - Financial assistance for completed home repairs

Meet Harvey Relief Agencies Required:

SAT, OCT 27, 2018

Harvey Recovery Fair in 2nd Ward
4410 Navigation Blvd, Houston, TX 77011-1036...
78 people interested
### Required Third Party Reports

All third-party reports must include the following statement:

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law.”

Complete the information below as applicable [§11.205].

<table>
<thead>
<tr>
<th></th>
<th>Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Phase Engineering</td>
<td>Date of Report: 2/11/2019</td>
</tr>
<tr>
<td><strong>X</strong> Report recommends further studies or establishes environmental hazards that currently exist on the Property or off-site with the potential to affect the Property.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development is funded by USDA and is not required to supply an ESA.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Environmental Clearance (Section 811 PRA and Direct Loan applications only)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Documentation of HUD Environmental Clearance is included behind this tab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant has submitted an environmental packet to TDHCA and determination is pending.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 and documentation of HUD Environmental Clearance is included behind this tab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="http://www.tdhca.state.tx.us/program-services/environmental/index.htm">http://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>X</strong> A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Firm:</td>
<td>Phase Engineering</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Tracy Watson</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone:</td>
<td>(210) 997-4056</td>
<td>Email: <a href="mailto:tracy@phaseengineering.com">tracy@phaseengineering.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Primary Market Area Map</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>X</strong> Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepared by:</td>
<td>Affordable Housing Analyst</td>
<td>Date of Report: 2/25/2019</td>
</tr>
<tr>
<td>Development Site Location:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Longitude:</td>
<td>W95.495454</td>
<td>Latitude: N29.598194</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Property Condition Assessment (PCA)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>N/A</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Appraisal</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>TBD</td>
<td>Date of Report:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Site Design and Development Feasibility Report</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Brown &amp; Gay</td>
<td>Date of Report: 2/25/2019</td>
</tr>
</tbody>
</table>
February 17, 2019

Texas Department of Housing and Community Affairs
PO Box 13941
Austin, Texas 78711-3941

RE: Edison Lofts-ESA Statement; TDHCA No. 19327

To Whom it May Concern:

In accordance with the Multi-family Rules regarding the Environmental Site Assessment ("ESA"), please accept this letter to serve as a statement from the proposed owner that additional assessments identified in the report will be performed prior to closing.

Sincerely,

EAF Edison 19 LP

By: [Signature]

Donna W. Rickenbacker
Authorized Representative
TDHCA #19327

N29.598194, W95.495454

32.273 Square Miles
**Edison Lofts**

TDHCA# 19327

Geographies Selected:

<table>
<thead>
<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>2</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>3</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>4</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>5</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>6</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>7</td>
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<td>8</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>9</td>
<td>Texas</td>
<td>Fort Bend County</td>
<td>Stafford-Missouri City CCD</td>
</tr>
<tr>
<td>10</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>11</td>
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<td>12</td>
<td>Texas</td>
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<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
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<tr>
<td>14</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
<tr>
<td>15</td>
<td>Texas</td>
<td>Harris County</td>
<td>Houston CCD</td>
</tr>
</tbody>
</table>
## Tie-Breaker Information

### Tie-Breaker #1 (10 TAC §11.7(1))
Applications proposed to be located in a census tract with a poverty rate below the average poverty rate for all awarded Competitive HTC Applications from the past three years (with Region 11 adding an additional 15% to that value and Region 13 adding an additional 5% to that value), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

<table>
<thead>
<tr>
<th>Is Site in Region 11 or 13?</th>
<th>No</th>
<th>Poverty Rate = 14.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
<td>Poverty Rate is less than 15.629.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 11?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No</td>
<td>Poverty Rate is less than 30.629.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is Site in Region 13?</th>
<th>No</th>
<th>Poverty Rate = NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No</td>
<td>Poverty Rate is less than 20.629.</td>
</tr>
</tbody>
</table>

### Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

<table>
<thead>
<tr>
<th>Development Longitude:</th>
<th>W95.495454</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Latitude:</td>
<td>N29.598194</td>
</tr>
<tr>
<td>Target Population:</td>
<td>General</td>
</tr>
</tbody>
</table>

Closest Development serving same Population: The Miramonte

<table>
<thead>
<tr>
<th>Application Number:</th>
<th>18033</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Moore Rd. (between Court and 5th St.)</td>
</tr>
<tr>
<td>Year of Award:</td>
<td>2018</td>
</tr>
</tbody>
</table>
Cover letter:

Nicole Fisher – Via Email –
Nicole.fisher@tdhca.state.tx.us

TDHCA

221 E. 11th Street

Austin, TX 78701

Re: TDHCA No. 19327; Edison Lofts

Dear Ms. Fisher,

Enclosed please find a Qualified Community Participation Package from Briargate Community Improvement Association in support of Edison Lofts that will be located within our neighborhood.

Please feel free to contact us with any questions. Please acknowledge receipt at your earliest convenience.
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: Edison Lofts
Development Street Address: 7100 W. Fuqua Dr.
Development City: Houston
Development County: Fort Bend
TDHCA # (for office use only): 19327

Part 2: Neighborhood Organization Information

Neighborhood Organization Name: Briargate Community Improvement Association, Inc.

This organization also made a submission to TDHCA in prior HTC Application Rounds:
- Check one: ☐ Yes ☒ No
- If YES, provide the years that the organization made submissions prior to 2019:

The Neighborhood Organization is a (select one of the following):
☐ Homeowners Association
☐ Property Owners Association
☐ Resident Council and our members occupy the existing development
☒ Other (explain): Community Improvement Association

As of January 4, 2019, (as applicable) this Neighborhood Organization is on record with (select one of the following):
☐ County
☒ Secretary of State

Part 3: Neighborhood Organization Contact Information

1st Contact Information
Name: John Gordon
Title: President
Physical Address: 7002 Laughlin Drive
Mailing Address (if different from above):
City: Missouri City, Texas
Phone: (281)437-1930
ZIP Code: 77489-3408
Email: Briargate7002@att.net
2nd Contact Information
Name: Francis Maddox
Title: Treasurer
Physical Address: 7002 Laughlin Drive
Mailing Address (if different from above):
City: Missouri City, Texas ZIP Code: 77489-3408
Phone: (281)437-1930 Email: Briargate7002@att.net

Part 4: Reason for Support or Opposition
The Neighborhood Organization: ☒ Supports ☐ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:
Briargate supports the development of Edison Lofts and the filing of an application to TDHCA for housing tax credits to finance the development of Edison Lofts. Edison Lofts will be located on a site formerly occupied by a retail strip center. The neglected Kroger/Willowridge Shopping Center has contributed to an increase in crime and vandalism in the neighborhood. Edison Lofts is a unique opportunity to start transitioning this shopping center into an active and resilient place that will compliment and strengthen the neighborhood inclusive of housing and arts facilities.

Part 5: Written Boundary Description
Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St., East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.
Fort Bend Parkway - West boundary
Chimney Rock Rd. - East boundary
Bahia Ln & Indian Lake Dr. - North boundary
Maczali Dr. & Rockergate Dr. - South boundary

SEE ATTACH MAP OF NEIGHBORHOOD ORGANIZATION
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

Part 6: Certifications

By signing this form, I (we) certify to the following:

- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 5, 2018.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 4, 2019 may not be considered eligible and a site that is only partially within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.
- This organization certifies that it meets the definition of "Neighborhood Organization"; defined as an organization of persons living near one another within the organization's defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.
- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.
- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.
- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):

1st Contact Signature
John Gordon
1st Contact Printed Name

February 27, 2019
Date
President
Title

2nd Contact Signature
Francis Maddox
2nd Contact Printed Name

February 27, 2019
Date
Treasurer
Title

3rd Contact Signature
Ronnie Thomas

Page 8 of 9
January 23, 2019
President John Gordon - 6803 Rockergate Missouri City, TX 77489
VP Ronnie Thomas - 6811 Rockergate Missouri City, TX 77489
Trustee Timothy Lilly - 6815 Stiller Missouri City, TX 77489
Thank you,
Pat Jones
Administrator
281-437-1930

On Tuesday, March 12, 2019, 3:26:48 PM CDT, Nicole Fisher <nicole.fisher@tdhca.state.tx.us> wrote:

I have reviewed the QCP submission from Briargate Community Improvement Association. Please provide the following information no later than 5:00 pm, Tuesday, March 19, 2019.

Please provide the physical address of 2 members who live within the boundaries of the organization. The members should not share an address.

Thank you,

Nicole Fisher
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
Mission Statement

The Briargate Community Association, Inc. is a non-profit corporation chartered under the laws of the State of Texas. Membership is mandatory and each owner automatically becomes a member of the Association upon acquiring a home in the Briargate Community. The Association is governed by the "Declaration of Covenants and Conditions" and operates according to the by-laws of the Association.

One of the major responsibilities of the Association is to protect your investment and enhance the value of your property. The sustained value of your home is of great interest to you. The Community Association exists to establish, maintain, and enforce mutually beneficial restrictions. These restrictions are necessary for the purpose of protecting the value and desirability of all property within Briargate. If the Association functions well, it is our opinion that the lifestyle you have chosen and your property values will be maintained. Each homeowner is involved in the Association in some manner.

We encourage you to take an active role by serving on a committee. Success of your Community Association is dependent upon the involvement of homeowners such as you.

The Association provides for the maintenance and operation of the common areas and facilities such as landscaped areas, swimming pools, playgrounds, parks, playground equipment and tennis courts. The Association is also responsible for enforcing the protective covenants. The Association may do anything lawful to protect, beautify or benefit the property under its jurisdiction, such as care for vacant and unkempt lots, pay for the cost of maintaining the common areas, operation of street lights, lighting at entry ways, publication of the newsletter, welcome packages, security, administration expenses, etc.

The Association collects an annual assessment from the owners of each lot. This assessment is due by January 1st. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date. Assessments, late charges, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property. The Association may bring an action at law against the owners personally obligated to pay the same, or foreclose the lien against the property.

A Board of seven (7) Trustees, and the committees they appoint manage the affairs of the Association. Lot owners are members of the Association, and entitled to one vote per lot. The Board of Trustees elects the Association's officers annually. The Board of Trustees is required to determine the policies of the Association. Each trustee must use his best discretion, care and diligence in the performance of his duties. The Trustees do not receive compensation for their services.

The Architectural Control Committee (ACC) monitors architectural control. The ACC provides and maintains uniformity and harmony for construction improvements to the homes in Briargate. Any improvements made to the exterior of your home or property must have prior approval of the ACC Committee.

The ACC and the Association's Declaration of Covenants and Conditions both work together to preserve the property value and the aesthetic integrity of the community.
Filing Number: 20057101
Original Date of Filing: November 3, 1999
Entity Type: Domestic Nonprofit Corporation
Tax ID: 3000088172
Registration: Regular
FEIN: N/A
Name: 5141451360 COMMUNITY IMPROVEMENT ASSOCIATION
Address: 7200 LAUGHLIN DR
Houston, TX 77036 USA

Order | Return to Search

Instructions:
- To place an order for additional information about a filing, press the 'Order' button.
<table>
<thead>
<tr>
<th>Filing Number</th>
<th>26057101</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Date of Filing</td>
<td>November 2, 1989</td>
</tr>
<tr>
<td>Tax ID</td>
<td>3000881167</td>
</tr>
<tr>
<td>Duration</td>
<td>Perpetual</td>
</tr>
</tbody>
</table>

**Entity Type:** Domestic Nonprofit Corporation
**Name:** RUSHROCK COMMUNITY IMPROVEMENT ASSOCIATION
**Address:** 7039 LAUGHLIN BLVD, Missouri City, TX 77459-3658 USA

<table>
<thead>
<tr>
<th>Last Update</th>
<th>January 13, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>JAMAL ROLAND</td>
</tr>
<tr>
<td>Title</td>
<td>President</td>
</tr>
<tr>
<td>Address</td>
<td>7039 LAUGHLIN BLVD, Missouri City, TX 77459-3658 USA</td>
</tr>
</tbody>
</table>

| Name | KENNY LACOMBE |
| Title | Vice-President |
| Address | 7039 LAUGHLIN BLVD, Missouri City, TX 77459-3658 USA |

| Name | DARWIN WHITAKER |
| Title | Secretary |
| Address | 7039 LAUGHLIN BLVD, Missouri City, TX 77459-3658 USA |

| Name | FRANCIS RADDIX |
| Title | Treasurer |
| Address | 7039 LAUGHLIN BLVD, Missouri City, TX 77459-3658 USA |

**Instructions:**
- To place an order for additional information about a filing, press the 'Order' button.
Periodic Report of a Nonprofit Corporation

1. The name of the corporation is: Briargate Community Improvement Association

2. It is incorporated under the laws of: Texas

3. The name of the registered agent is:
   - [ ] A. The registered agent is a corporation (cannot be entity named above) by the name of:
   - [x] B. The registered agent is an individual resident of the state whose name is:
     Lewis W. Smith

4. The registered office address, which is identical to the business address of the registered agent in Texas, is:
   7002 Riverbrook Drive, Suite 900-F Sugar Land TX 77077

5. If the corporation is a foreign corporation, the address of its principal office in the state or country under the laws of which it is incorporated is:

6. The names and addresses of all directors of the corporation are: (A minimum of three directors is required.)
   (If additional space is needed, include the information on an attachment to this form for item 6.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>First Name</th>
<th>MI</th>
<th>Last Name</th>
<th>Street or Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barbara Blue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15726 Baybrier Drive</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
<td>USA</td>
</tr>
<tr>
<td>Ronnie Thomas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6811 Rockergate Drive</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
<td>USA</td>
</tr>
<tr>
<td>Nikki LaCompte</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6630 Laughlin Drive</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
<td>USA</td>
</tr>
</tbody>
</table>
7. The names, addresses, and titles of all officers of the corporation are: (The offices of president and secretary must be filled, but both may not be held by the same officer.)
   (If additional space is needed, include the information as an attachment to this form for item 7.)

<table>
<thead>
<tr>
<th>Officer Title</th>
<th>First Name</th>
<th>Last Name</th>
<th>Street or Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>Gordon</td>
<td></td>
<td>6803 Rcekgate Drive</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
</tr>
<tr>
<td>Secretary</td>
<td>Francis</td>
<td>Maddox</td>
<td>6706 Rcekgate Drive</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
</tr>
<tr>
<td>Treasurer</td>
<td>Patricia</td>
<td>Jones</td>
<td>6718 Trigate Drive</td>
<td>Missouri City</td>
<td>TX</td>
<td>77489</td>
</tr>
</tbody>
</table>

Execution:
The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 12/10/15

Signature of authorized officer
AMENDED AND RESTATED BY-LAWS OF
BRIARGATE COMMUNITY IMPROVEMENT ASSOCIATION, INC.

ARTICLE I.
General Provisions, References, and Definitions

Section 1: The name of the corporation is Briargate Community Improvement Association, hereinafter referred to as the "Association."

Section 2: Reference is made for all purposes to the following:

(a) The plats of the subdivision known as "Briargate," in Fort Bend County, Texas, which plats are recorded in the Map Records of Fort Bend County, Texas.

(b) Covenants, Conditions and Restrictions of Briargate, (including amendments thereof), for each and every platted section, such instruments being recorded in the Deed Records of Fort Bend County, Texas (which instrument shall be referred to as the "Restrictions").

Section 3: This corporation is the identical corporation (which is referred to as the "Association") in the aforesaid recorded Restrictions of Briargate. This corporation shall have all the rights, powers, privileges and authority vested in it under said Restrictions and shall carry out all the functions and responsibilities therein assigned and those which may hereafter be assigned to the Association.

The following terms, when used in these By-Laws, shall have the respective definitions set forth below:

(a) The term "Briargate" shall mean the aforesaid subdivision known as Briargate, (including all platted sections) and shall include all additional sections which may be developed and platted hereafter. The term shall not include any sections of Briargate for which a separate Property Owners'
Association or community improvement association exists or is created.

(b) The term "lot" means each of the lots as designated on the said plat, as is more fully described in the Declaration of Covenants, Conditions and Restrictions.

(c) The term "common property" means the areas of the aforesaid plats designated "Reserve", "Unrestricted Reserve", "Street" or "Restricted Reserve" and any improvements erected thereon in accordance with the provisions of said Restrictions and these By-Laws.

(d) The term "subdivision" means the aforesaid Briargate as shown on the aforesaid plans (and including all sections thereof, including those which may be hereafter platted and developed).

(e) The term "Developer" means the joint venture composed of Kevaland Texas Corporation, a Texas corporation, W- S Company, a Texas corporation, and J-L-R Company, a Texas corporation, or either of them, their successors and assigns.

(f) The term "unsold" when used with reference to a building site in Briargate shall mean that the title to such building site has not been conveyed out of Developer and that Developer is actively engaged in activities designed to promote the sale of the building site to any person or entity not affiliated with Developer.

(g) The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of Briargate and subject to a maintenance charge assessment by the Association, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

(h) The term "member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.
Section 4: In the event of any conflict or inconsistency between the provisions of these By-Laws and the provisions of the Restrictions, the provisions of the Restrictions shall supersede, control and govern.

ARTICLE II.
Functions of the Corporation

Section 1: Purposes. The purposes for which the Association is formed are for the support of a benevolent undertaking, namely being the conducting of property improvement campaigns, safety campaigns and health campaigns for the residents of Briargate. To carry out said purposes properly, the Association may at the discretion of its Board of Trustees perform the following functions, and the exercise of such functions shall be deemed to be within the scope of activities contemplated by the corporate charter:

(a) The Association, for the benefit of lot owners, may accept conveyances of and may own streets and/or common areas in Briargate, Fort Bend County, Texas.

(b) The Association may own, lease, provide control, maintain and operate recreational facilities and private park areas.

(c) The Association may arrange for and provide refuse collection.

(d) The Association may pay any ad valorem taxes and other assessments levied or imposed against the common property.

(e) The Association may construct and maintain rights-of-way and easements.

(f) The Association may do all things necessary for the upkeep, repair and maintenance of all common property and the placement of improvements, fixtures and equipment thereon, including the replacement of obsolete or damaged improvements, fixtures and equipment.

(g) The Association may provide for the landscaping of the common property.
and portions of the lots necessary for the whole subdivision.

(h) The Association may pay legal and other expenses incurred in connection with the enforcement of all recorded charges, covenants, restrictions and conditions affecting said property to which the maintenance fund charge applies.

(i) The Association may pay all reasonable and necessary expenses in connection with the collection and administration of the maintenance fund charge.

(j) The Association may care for vacant lots.

(k) The Association may hire security guards, courtesy guards or patrols.

(l) The Association may do all things necessary to provide for the exterior maintenance of all residences, to the extent provided for by the Restrictions and may send invoices or take other necessary action to collect the cost of such exterior maintenance from the owner of the building site.

(m) The Association may do any other thing necessary or desirable in the opinion of the Association to keep the property in the subdivision in neat and good order, or may do that which it considers of general benefit to the owners or occupants of the building sites, it being understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive as long as such judgment is exercised in good faith.

(n) The Association shall set and establish the amount of the Maintenance Charge and Special Maintenance Charges which may be imposed by the Restrictions for each year; shall hold and administer for the Maintenance Funds (as defined in said Restrictions) and expend such Maintenance Funds for the purposes contemplated by and in accordance with the terms and provisions of said Restrictions and these by-laws; shall take such action as it deems appropriate, in its discretion, to enforce the collection of
the Maintenance Charges.

(o) The Association may acquire by gift, purchase or otherwise own, hold, enjoy, lease, operate, maintain, and convey, sell, lease, transfer, mortgage, or otherwise dispose of real or personal property in connection with the business of the Association.

(p) The Association may borrow for the purpose of carrying out the corporate affairs.

(q) The Association may contract with other entities to collect fees for use of recreational or social facilities.

(r) The Association may, pursuant to its authority to set the Maintenance Charge, include in such charge any extra amounts or special assessments which the Association may deem necessary to carry out its purposes hereunder and which are beneficial to said subdivision.

Section 2: Area. The activities of the Association shall be limited to the area known as Briargate, the aforesaid subdivision in Fort Bend County, Texas (and including all sections thereto which may hereafter be platted and developed); the activities of the Association shall also apply to such other areas as may hereafter voluntarily or through the operation of conditions, covenants, restrictions, easements, reservations or charges pertaining to the same be placed under or submitted to the jurisdiction of the Association and be accepted as within the jurisdiction of the Association of the Board of Trustees of the Association.

ARTICLE III.

Members

Section 1: Annual Meeting. The annual meeting of the members shall be held during January each year at a date, time and place designated by the Board of Trustees for the purpose of electing Trustees and for the transaction of any and all such other business which may be brought before or submitted to the meeting. All annual meetings of the members shall be held at the office of the Association in Briargate Subdivision, Fort
Bend County, Texas, unless otherwise determined by the Board of Trustees. Notice of the annual meeting shall be given to all members not more than twenty (20) nor less than ten (10) days prior to the meeting by sending same to each record owner by first class mail, postage prepaid. At such meetings, reports of the affairs of the Association shall be considered and any other business may be transacted that is within the powers of the Members of the Association. If, within any thirteen (13) month period, an annual meeting of the Association is not held, any member of the Association may apply to any court of competent jurisdiction in Fort Bend County, Texas requesting that an annual meeting be held.

Section 2: Special Meeting. Special meetings of the members shall be held at the office of the Association in Briargate Subdivision, Fort Bend County, Texas, or at such other places as may be designated in the notice or waiver(s) of notice of the respective meetings. Special meetings of the members may be called by the President or by a Vice-president or by the Board of Trustees, or by ten percent (10%) of the members eligible to vote. Written notice of each special meeting of the members, stating the time and place thereof and indicating briefly the purpose(s) thereof, shall be sent by first class mail, postage prepaid to each of the members of the Association at their respective addresses, as shown by the records of the Association, at least five (5) days prior to the date set for the holding of the meeting. Unless otherwise indicated in the notice or waiver(s) of notice thereof, any and all business may be transacted at any annual or special meeting of the members.

Section 3: Quorum. Ten percent (10%) of the members eligible to vote, whether present in person or by proxy, shall constitute a quorum for all purposes at any meeting of the members. If the number of members necessary to constitute a quorum at any annual or special meeting of the members shall fail to attend, in person or by proxy, the members present in person or by proxy, may adjourn any such meeting from time to time without notice other than by announcement at the meeting until the number requisite to constitute a quorum shall be present or attend in person or by proxy. A majority of the members present in person or by proxy, may also adjourn any annual or special meeting from time to time without notice, other than by announcement at the meeting, until the transaction of any and all business submitted or proposed to be submitted to such meeting or any adjournment(s) thereof shall have been completed. At any such
adjourned meeting at which a quorum may be present, in person or by proxy, any business may be transacted which might have been transacted at the meetings as originally notified or called.

Section 4: Organization. The President of the Association and in the event of his/her absence, a Vice-President of the Association, shall call meetings of the members to order and shall act as Chairperson of such meetings. In the absence of both the President and the Vice-President of the Association, the members present may appoint a Chairperson. The Secretary of the Association shall act as Secretary of all meetings of the members, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 5: Qualifications. Membership in the Association shall be as follows:

There shall be one membership for each lot in the subdivision. Regardless of the number of persons who may own a lot (such as husband and wife or joint tenants, etc.), there shall be but one membership for each lot.

Section 6: Voting. Each lot shall be entitled to one (1) vote at each meeting of the members. Joint owners of a lot shall designate in writing to the Association the party authorized to cast the membership vote for such joint owners, which written designation shall remain in effect until modified by a similar written designation or until the lot is sold. The executor, administrator or legal representative of any deceased member shall be entitled to cast the vote of such deceased member at any meeting of members. Each member may vote in person or by proxy appointed by instrument in writing and subscribed by the member or by the duly authorized attorney of such member. At all meetings of members all questions, except those the manner of which is otherwise expressly governed by statute, the charter of the Association or by the by-laws, shall be decided by the vote of a majority of the members of the Association present, in person or by proxy, and entitled to vote, a quorum being present. Voting may be by secret ballot.

Section 7: Proxies. A member of the Association may vote either in person or by proxy executed in writing by the member or by his/her duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable.
ARTICLE IV.
Board of Trustees

Section 1: Powers. The business and property of the Association shall be managed and controlled by the Board of Trustees, and subject to the restrictions imposed by any law, by the charter, or by these By-Laws, the Board of Trustees may exercise all the powers of the Association. The Board of Trustees may, by resolution adopted by a majority of the authorized Trustees, designate an executive committee and one or more other committees to conduct the business and affairs of the corporation, to the extent authorized by the resolution. The Board of Trustees, by a majority vote, shall have the power at any time to change the powers and members of any committees, to fill vacancies, and to dispose of any committee.

Section 2: Number of Trustees. The number of Trustees shall be seven (7). The number of Trustees may be increased or decreased by amendment to these By-Laws, but no decrease shall have the effect of shortening the term of any incumbent Trustee prior to the expiration of that Trustee’s term of office.

Section 3: Term of Office. With the exception of the condition enumerated in Section 7 of the Briargate Community Improvement Association By-laws with respect to the January, 1999 election, each member of the Board of Trustees shall serve a two (2) year term of office. The position for the expiring term of a Trustee shall be elected each year at the annual meeting of the members or at the adjourned annual meeting, if the same is not held when provided by the By-Laws. Each Trustee shall be elected to hold office and serve until his successor shall be elected and shall qualify.

Section 4: Eligibility. In order to be eligible to run for the office of Trustee a candidate must be a homeowner in the Briargate subdivision and maintenance fees must be current. No person who is purchasing a home in Briargate by means of a contract for deed or its equivalent is eligible to run for the office of Trustee until such time as the contract has been completely fulfilled and the deed is registered in the purchaser’s name at the office of the Fort Bend County Appraisal District as an owner of the property in fee simple.
Section 5: Nomination. Nomination for election to the Board of Trustees shall be made
by a Nominating Committee. Nominations may also be made from the floor at the
annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a
member of the Board of Trustees, and two or more members of the Association. The
Nominating Committee shall be appointed by the Board of Trustees prior to each annual
meeting of the members, to serve to the close of the next annual meeting. The
Nominating Committee shall make as many nominations for election to the Board of
Trustees as it shall in its discretion determine, but not less than the number of vacancies
that are to be filled. Such nominations may be made from among the members of the
Nominating Committee.

Section 6: Election. Election to the Board of Trustees shall be by secret written ballot. At
such election, the members of the Association, or their proxies, may cast as many votes
per vacancy as they are entitled to cast under the provisions of the Declaration. The
candidates receiving the largest number of votes shall be elected. Cumulative voting
shall not be permitted.

Section 7: Vacancies. Vacancies on the Board of Trustees shall exist in the case of the
occurrence of any of the following events: (a) the death, resignation, or removal of any
Trustee; (b) the authorized number of Trustees is increased; or (c) at any annual,
regular or special meeting of the members of the Association at which any Trustee is
elected, the members of the Association fail to elect the full authorized number of
Trustees to be voted for that meeting.

The Board of Trustees may declare vacant the office of a Trustee in either of the
following cases: (a) if the Trustee is adjudged incompetent or incapacitated by an order
of court, or if the Trustee has a final conviction of a felony or crime of moral turpitude;
or (b) if within sixty (60) days after notice of election, the Trustee does not accept the
office either in writing or by attending a meeting of the Board of Trustees.

Any vacancy occurring in the Board of Trustees, other than one created by an
increase in the number of Trustees, shall be filled by vote of a majority of the remaining
Trustees then in office. Each Trustee so elected shall complete the term of the Trustee
whose office was vacated. Any vacancy caused by an increase in the number of Trustees
shall be filled by the members of the Association at an annual meeting or at a special
meeting called for that purpose. The members of the Association may also elect a
Trustee at any time to fill any vacancy not filled by the Trustees.

Section 8: Removal of Trustee. Any member of the Board of Trustees who is more than
sixty (60) days in arrears on payment of any maintenance charges, special charges, or
other lawful charge of the Association shall not be permitted to vote on any issue
brought before the Board of Trustees. Nor shall such member be permitted to run for or
remain a member of the Board of Trustees until said arrearage is paid in full.

Any member of the Board of Trustees who has received an official notification
that his/her conduct or his/her property is in any manner in violation of the Deed
Restrictions and who has not cured such violation(s) within thirty (30) days after receipt
of written notice or who has a lawsuit pending against him/her by the Association for
Deed Restriction violations shall not be permitted to vote on any issue brought before
the Board of Trustees or be permitted to run for or remain a member of the Board of
Trustees until said violation is remedied.

A majority of the Board of Trustees may remove from the Board of Trustees any
Trustee who misses three (3) consecutive regular meetings of the Board of Trustees or
more than fifty percent (50%) of the regular meetings of the Board of Trustees in any
twelve (12) month period. A Trustee may also be removed by the members at a Special
Meeting called for such purpose.

Section 9: Staggered Terms. At the annual meeting of the membership to be held in
January, 1999, the three (3) candidates for the Board of Trustees receiving the highest
number of votes shall serve a three (3) year term; and the candidate(s) receiving the
next highest number of votes shall serve two (2) year terms; and the candidate receiving
the least number of votes shall serve a one (1) year term. At all annual meetings
thereafter, those candidates who are elected to the Board of Trustees shall be elected for
a two (2) year term of office.

Section 10: Meeting of Trustees. The Trustees shall hold their meetings and have offices
and keep the books of the Association only within the State of Texas except as otherwise
provided by statute.

Section 11: **First Meeting.** Each newly elected Board of Trustees may hold its first meeting for the purposes of organization and the transaction of business, if a quorum is present, immediately after the annual meeting of the members, or adjourned annual meeting of the members and no notice of such meeting shall be necessary.

Section 12: **Election of Officers.** In each year, at the first meeting of the Board of Trustees at which a quorum is present, the Board of Trustees shall proceed to the election of the Officers of the Association. No notice or waiver of notice of any such first meeting shall be required or necessary if it be held immediately after either the annual meeting or the adjourned meeting of the members and any and all business of any nature or character may be transacted at such first meeting.

Section 13: **Regular Monthly Meeting.** Regular meetings of the Board of Trustees shall be held monthly at such time and place as shall be designated by resolution of the Board of Trustees. Notice of such regular meetings shall not be required.

Section 14: **Special Meetings.** Special meetings of the Board of Trustees shall be held when called by the President, Vice-President, Secretary or a majority of the Trustees then in office. Notice of each special meeting shall be given by any Officer of the Association by facsimile, mail, telephone or personal delivery to each Trustee at his residence or usual place of business at least three (3) business days prior to the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting. At any meeting at which every Trustee shall be present, even though without any notice, any business may be transacted.

Section 15: **Quorum.** The majority of the Trustees then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Trustees there be less than a quorum present, the majority of those present may adjourn the meeting from time to time without notice, other than by announcement at the meeting, until a quorum be present or in attendance thereat. The act of a majority of the Trustees present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Trustees, except as otherwise provided by law, the charter of the Association,
or by these By-Laws.

Section 16: Order of Business. At meetings of the Board of Trustees, business shall be transacted in such order as the Board of Trustees may determine. At all meetings of the Board of Trustees, the President shall preside, and in the absence of the President, a Chairperson shall be chosen from the Trustees present. The Secretary of the Association shall act as Secretary of all meetings of the Board of Trustees, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting.

Section 17: Services. No Trustee or Officer of the Association shall be required to devote his time or render services exclusively to the Association. Each Trustee and Officer of the Association shall be free to engage in any and all other business and activities either similar or dissimilar to the business of the Association without liability to the Association. Likewise, each and every Trustee and Officer of the Association shall be entirely free to act for and serve any other corporation or corporations, entity or entities, in any capacity or capacities and become a trustee or officer of any other corporation or corporations, entity or entities, whether or not the purposes, business and activities of the Association, without breach of duty of the Association or its members and without liability of any character or description to the Association or its members. No contract or other transaction of the Association shall ever be affected by the fact that any Trustee or Officer of the Association is interested in, or connected with any party to such contract or transaction, or is a party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the Trustees present at a meeting of the Board of Trustees at which such contract or transaction shall be authorized or confirmed.

Section 18: Telephone Meetings. Any action which could be taken at any meeting of the Board of Trustees may be taken by the Trustees’ participation in a conference telephone call or similar communication equipment by which all persons participating in the meeting can hear each other.

Section 19: Indemnification. The Board of Trustees shall authorize the Association to pay or reimburse any present or former Trustee or Officer of the Association any costs or
expenses actually and necessarily incurred by that Trustee or Officer in any action, suit, or proceeding to which the Trustee or Officer is made a party by reason of holding that position, provided, however, that the Trustee or Officer shall not receive indemnification if he/she is finally adjudicated therein to be liable for negligence or misconduct in office. The indemnification shall also extend to good faith expenditures incurred in anticipation of, or preparation for, threatened or proposed litigation. The Board of Trustees may, in proper cases, extend the indemnification to cover the good faith settlement of any such action, suit, or proceeding, whether formally instituted or not.

ARTICLE V.

Officers

Section 1. Titles and Term of Office. The Officers of the Association shall be a President, 1st Vice-President, 2nd Vice-President, Secretary, Treasurer and two other Trustees. No one may hold more than one office. All Officers shall be subject to removal, with or without cause, at any time, by vote of a majority of the whole Board of Trustees. A vacancy in the office of any Officer shall be filled by vote of a majority of the Trustees then in office.

Section 2: Powers and Duties of the President. The President, subject to the control of the Board of Trustees, shall be the chief executive officer of the Association in general charge of the affairs of the Association in the ordinary course of its business; he/she shall preside at all meetings of the members and of the Board of Trustees. He/she may make, sign and execute all deeds, conveyances, assignments, bonds, contracts and other obligations and any and all other instruments and papers of any kind or character in the name of the Association as may be authorized by the Board of Trustees; and, he/she shall do and perform such other duties as may be assigned to him/her by the Board of Trustees.

Section 3: Powers and Duties of the 1st Vice President. In the absence or inability of the President to act, the 1st Vice-President shall have and exercise the powers of the President, during that Officer's "absence, inability or refusal to act". The Vice President shall have the usual powers and duties pertaining to the office together with such other powers and duties as may be assigned to him/her by the Board of Trustees. Any action
taken by a Vice President in the performance of the duties of the President shall be conclusive evidence of the "absence, inability or refusal to act" of the President at the time such action was taken.

Section 4: **Powers and Duties of the 2nd Vice President.** The 2nd Vice President carries out duties of the President, in the absence of the President and the 1st Vice President. The 2nd Vice President serves as liaison between the Association and the Civic Club.

Section 5: **Powers and Duties of the Treasurer.** The Treasurer shall be responsible for all the funds and securities of the Association which come into his/her hands. When necessary or proper, the Treasurer may endorse, on behalf of the Association, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Association in such bank(s) or depositories as shall be designated in the manner described by the Board of Trustees; the Treasurer may sign all receipts and vouchers for payments made to and from the Association, either alone or jointly with such Officer as is designated by the Board of Trustees; whenever required by the Board of Trustees, he/she shall render a statement of the Association's accounts; the Treasurer shall enter or cause to be entered regularly on the books of the Association, to be kept by him/her for that purpose, full and accurate accounts of all moneys received and paid out on account of the Association; he/she shall at all reasonable times exhibit the Association's books and accounts to any Trustee of the Association during business hours; he/she shall perform all acts incident to the position of Treasurer subject to the control of the Board of Trustees; he/she shall, if required by the Board of Trustees, give such bond for the faithful discharge of the duties of Treasurer in such form as the Board of Trustees may require.

Section 6: **Powers and Duties of the Secretary.** The Secretary shall attest and keep at the principal office of the Association the original or a copy of these By-Laws as amended or otherwise altered to date; he/she shall keep the original or a copy of the Articles of Incorporation, certified by the Secretary of State, with all amendments thereof to date in the minute book; keep the minutes of all meetings of the Board of Trustees and the minutes of all meetings of the members in books provided for that purpose; he/she shall attend to the giving and serving of all notices; he/she may sign with the President or a Vice President in the name of the Association all contracts, conveyances, transfers, assignments, authorizations and other instruments of the Association. He/she shall
have charge of and maintain and keep such books and papers as the Board of Trustees may direct, all of which shall at all reasonable times be open to the inspection of any Trustee upon request at the office of the Association during business hours and the Secretary shall in general perform all the duties incident to the Office of the Secretary subject to the control of the Board of Trustees; and he/she shall be the custodian of the records and of the seal of the Association.

Section 7: Powers and Duties of the other Trustees. Each remaining Trustee shall have the usual powers and duties pertaining to the office, together with such other powers and duties as may be assigned to such Office by the Board of Trustees.

ARTICLE VI.
Contracts, Loans, Checks, Drafts, Bank Accounts, Etc.

Section 1: The Board of Trustees, except as these By-Laws otherwise provide, may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the Association, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Trustees or expressly authorized by the By-Laws, no Officer or agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniary for any purpose or to any amount.

Section 2: No loan shall be contracted on behalf of the Association, and no negotiable papers shall be issued in its name unless authorized by the majority vote of the Board of Trustees.

Section 3: All checks, drafts and other orders for the payment of money out of the funds of the Association, and all notes or other evidence of indebtedness of the Association shall be signed on behalf of the Association and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 4: All funds of the Association not otherwise employed shall be deposited to the credit of the Association in such banks or other depositories as the Board of Trustees
may select and for the purpose of such deposit the President, a Vice-President, the
Treasurer, the Secretary or any other Officer or agent or employee of the Association to
whom such power may be delegated by the Board of Trustees, may endorse, assign and
deliver checks, drafts and other orders for the payment of money which are payable to
the order of the Association.

Section 5: Annual Audit. The Association shall have its financial books and records
audited by an independent CPA at the end of each fiscal year.

ARTICLE VII.

Miscellaneous Provisions

Section 1: Offices. The principal office of the Association shall be at Briargate
Subdivision in Fort Bend County, Texas.

Section 2: Fiscal year. The fiscal year of the Association shall end at midnight on
December 31st of each calendar year.

Section 3: Notice and Waiver of Notice. Whenever any notice is required to be given
under the provisions of these By-Laws, said notice shall be deemed to be sufficient if
given by depositing the same in a post office mail box in a sealed, postpaid wrapper
addressed to the person entitled thereto at his post office address, as it appears on the
books of the Association, and such notice shall be deemed to have been given on the day
of such mailing. A waiver of notice, whether before or after the time stated therein, shall
be deemed equivalent to notice.

Section 4: Resignations. Any Trustee or Officer may resign at any time. Such resignation
shall be made in writing and shall take effect at the time specified therein; or if no time
be specified, at the time of its receipt by the President or Secretary. The acceptance of
the resignation shall not be necessary to make it effective, unless expressly so provided
in the resignation.

Section 5: Inspection of Records by Association Members. Any member of the
Association may, on written demand stating the purpose thereof, examine in person at
any reasonable time or times, for any proper purpose, its books and records of accounts, minutes, and is entitled to make extracts therefrom.

Section 6: **Inspection of Records by Trustees.** Each Trustee shall have the absolute right at any reasonable time to inspect all books, records, documents of every kind, and the physical properties of the Association. Such inspection by a Trustee may be made in person or by agent or attorney, and the right of inspection includes the right to make extracts.

Section 7: **Conflict.** In the event of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the event of any conflict between the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions, the Declaration Conditions and Restrictions shall control.

**ARTICLE VIII.**

**Amendments**

These By-Laws may be supplemented, altered, amended or repealed, and new By-Laws be adopted, by the Board of Trustees, subject to the affirmative vote of a majority of a quorum of the members of the Association at any annual meeting, special meeting or at an election held by the Association for such purpose.

Adopted by the Board of Trustees on the 11th day of November, 1998.

[Signature]

JANICE HARDING
President

Attest:

MACK THRASH, JR.
Secretary
CERTIFICATE OF SECRETARY

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

I, MACK THRASH, JR., Secretary of the Briargate Community Improvement Association, Inc., do hereby certify that the above Amendment to the By-Laws of Briargate Community Improvement Association, Inc. was passed at a duly and legally noticed special meeting of the Board of Trustees of Briargate Community Improvement Association, Inc. on the 11th day of November, 1998 at which a quorum of the Board was present.

MACK THRASH, JR.
Secretary, Briargate Community Improvement Association, Inc.

This Amendment to the By Laws of Briargate Community Improvement Association, Inc. was acknowledged before me by MACK THRASH, JR., Secretary of said Association, on this 11th day of April, 1999.

[Signature]
Notary Public In and For
The State of Texas

[Stamp]
Robert E. Woods
Notary Public, State of Texas
My Commission Expires
August 12, 2000
PROPOSED AMENDMENTS

to

BY-LAWS

of

BRIARGATE COMMUNITY IMPROVEMENT ASOCIATION

The proposed amendment to Article III, Section 6 of the By-Laws entitled “Voting” shall read as follows:

Each lot shall be entitled to one (1) vote at each meeting of the members. Provided, however, the vote per lot entitled to be cast by a member of the Association shall be suspended during any period of time the lot or its owner owes any assessments, attorney’s fees, costs or other amounts of money to the Association. Joint owners of a lot shall designate in writing to the Association the party authorized to cast the membership vote for such joint owners, which written designation shall remain in effect until modified by a similar written designation or until the lot is sold. The executor, administrator or legal representative of any deceased members shall be entitled to cast the vote of such deceased member at any meeting of members. Each member may vote in person or by proxy appointed by instrument in writing and subscribed by the member or by the duly authorized attorney of such member. At all meetings of members all questions, except those the manner of which is otherwise expressly governed by statute, the charter of the Association or by the By-laws, shall be decided by the vote of a majority of the members of the Association present, in person or by proxy, and entitled to vote, a quorum being present. Voting may be by secret ballot.

The proposed amendment to Article III, Section 7 of the By-Laws entitled “Proxies” shall read as follows:

A member of the Association may vote either in person or by proxy executed in writing by the member or by his/her duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution and only the official proxy prepared by the Association for each member will be honored by the Association at any meeting of the members. Each proxy shall be revocable unless expressly provided therein to be irrevocable.

The proposed amendment to Article IV, Section 5 of the By-Laws entitled “Nomination” shall read as follows:

Nomination for election to the Board of Trustees shall be made by a Nominating Committee. The Nominating Committee shall consist of
a Chairman, who shall be a member of the Board of Trustees, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve to the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the members of the Nominating Committee.

The proposed amendment to Article IV, Section 6 of the By-Laws entitled "Election" shall read as follows:

Election to the Board of Trustees shall be by secret written ballot. The elections will be held on the same day as the annual meeting; polls to open at 10:00 a.m. and close at 2:00 p.m. at the place of the annual meeting. At each such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Article III, Section 6 of these By-Laws. Cumulative voting is not permitted. At the close of the polls, all votes for the election to the Board of Trustees will be considered to have been cast. The Nominating Committee will then tally the ballots and announce the results at the annual meeting. A quorum shall be required for the annual meeting to take up business and shall be conducted pursuant to these By-Laws, but no such quorum requirement shall be required in order to tally the election results and subsequently announce the names of those elected to the Board of Trustees. No minimum number of votes need be cast in the election of directors and the candidate(s) receiving a majority of whatever votes are cast in the election shall be elected. It is not necessary for any candidate to have had his/her name on the ballot, (i.e., write-in candidates) in order to receive votes or to be declared the winner.
CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF
BRIARGATE COMMUNITY IMPROVEMENT ASSOCIATION

The undersigned, being the duly elected, qualified and acting Secretary of Briargate Community Improvement Association, Inc., a Texas non-profit corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of the Amendment to the Bylaws of this corporation as adopted by a vote of the members representing a majority of a quorum of members of each class of members present in person or by proxy at the annual meeting of the members duly called and constituted for such purpose on November 11, 1998 and January 25, 2001.

TO CERTIFY WHICH, witness my hand this 25th day of January, 2002.

BRIARGATE COMMUNITY IMPROVEMENT ASSOCIATION, INC.

[Signature]
Secretary, Janice Harding

THE STATE OF TEXAS
COUNTY OF HARRIS FORBEND COUNTY

BEFORE ME, the undersigned authority, on this day personally appeared, Janice Harding, the Secretary of Briargate Community Improvement Association, Inc., known to me as to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration, and in capacity therein expressed.

[Signature]
Notary Public

[Date]
Commission Expires

[Seal]
2019 REVISED Quantifiable Community Participation (QCP) Neighborhood Information Packet

The following are materials to assist Neighborhood Organizations in determining if they are a qualified Neighborhood Organization for the purpose of providing input for Quantifiable Community Participation ("QCP") and how to provide that input as provided under the State of Texas Qualified Allocation Plan ("QAP"). The materials include:

- Requirements for QCP Submission
- QCP Form
- Required Attachments
- Boundary Map Example

Este paquete contiene materiales e información para asistir a Organizaciones Vecindarios a determinar si califican para dar aportación a la Participación Cuantitativa Comunitaria ("QCP") y como proporcionar esa aportación según el State of Texas Qualified Allocation Plan ("QAP"). Si usted necesita asistencia o tiene preguntas sobre los requisitos del QAP, la plantilla, o otras preguntas con respecto al ciclo del Housing Tax Credit, favor de comunicarse con la División Multifamily Finance al 512-475-2201.

If you have questions regarding the QCP requirements, please contact Nicole Fisher in the Multifamily Finance Division by email at nicole.fisher@tdhca.state.tx.us, or by phone at (512) 475-2201.
REQUIREMENTS FOR QCP SUBMISSION

Should there be any conflict between this guidance and the QAP, the QAP takes precedence.

Quantifiable Community Participation, referred to as "QCP", is one of many selection criteria by which applications competing for Housing Tax Credits are reviewed and scored. This scoring item allows qualified neighborhood organizations to have input in the development that occurs in their community and serves the purpose of encouraging community participation from neighborhood organizations whose boundaries contain the proposed development site. Pursuant to §2306.6710(b)(1)(I) and §2306.6725(a)(2), Texas Government Code, the Texas Department of Housing and Community Affairs (the "Department" or "TDHCA") is required to rank applications using a competitive scoring system. QCP may qualify an Application for up to 9 points.

Written statements from a qualified Neighborhood Organization in current, valid existence with boundaries that contain the entire Development Site and which are on record with the Texas Secretary of State or county in which the development is to be located can be included in the QCP score.

DEADLINES

In order for its statement(s) to be eligible for points, a Neighborhood Organization:
- must have been in existence with boundaries containing the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period); and
- must have been on record with the Texas Secretary of State or county in which the development is to be located as of January 4, 2019.
- Letters of support, opposition, or neutrality must be received by the Department no later than 5:00 p.m. on March 1, 2019.

Statements may be mailed to the Department at:

Texas Department of Housing and Community Affairs
Attention: Housing Tax Credit Program, Neighborhood Input
PO Box 13941 (MC 332-10)
Austin, TX 78711-3941

For overnight delivery or courier delivery DO NOT use the PO Box address. Use the following physical address. DO NOT SEND INFORMATION TO THIS ADDRESS VIA U.S. MAIL!

221 East 11th Street
Austin, TX 78701-2410

Forms and attachments may also be faxed to (512) 475-1895.

DEFINITION OF "NEIGHBORHOOD ORGANIZATION" [2306.004(23-a) TX Govt. Code]

An organization that is composed of persons living near one another within the organization's defined boundaries for the neighborhood and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood. A Neighborhood Organization includes a homeowners' association or a property owners' association. For purposes of QCP, "persons living near one another" means two or more separate residential households.

In addition, the Neighborhood Organization must certify to the following:
• At least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization; and
• None of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.

**SUBMISSION REQUIREMENTS**

A Neighborhood Organization must submit the following:
• Completed Qualified Neighborhood Organizations Evidence of Quantifiable Community Participation form (“QCP form”).
• Documentation that the organization was on record with the county or Secretary of State on or before January 4, 2019. (County and Secretary of State registry may require additional documentation to be submitted upon request.) If the documentation submitted for being on record with the county or Secretary of State is dated after January 4, 2019, evidence of being on record on or prior to January 4, 2019 is also required.
• Evidence that the Neighborhood Organization was in existence (ex: bylaws, articles, newsletter, minutes, etc.) with boundaries that include the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period) is required. If the documentation submitted for being in existence is dated after December 5, 2018, evidence of existence on or before December 5, 2018 is also required.
• Boundary Map – The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development. The written description and boundary map should have the same geographical boundaries as the map. The map must show the street names or identify the landmarks (for instance, railroad tracks or a creek) that make up the boundaries. This documentation is subject to the Department’s approval. A street-level map can be created at [http://www.mapquest.com](http://www.mapquest.com) or at [http://maps.google.com](http://maps.google.com). Please contact the Department if assistance is needed to create an appropriate map.

**ADDITIONAL INFORMATION**

TDHCA may request that the organization provide additional information or documentation that it deems relevant to clarify information contained in the organization’s form and/or enclosures. If the Department determines additional information is needed, staff will request information in an Administrative Deficiency Notice by e-mail or facsimile to the e-mail addresses or facsimile numbers provided on the form. If the deficiencies are not clarified or corrected to the Department’s satisfaction within five business days from the date the notice is sent to the organization, the organization’s form may not be considered further for scoring and the organization will be so advised. This deficiency process does not, however, extend any deadline associated with the “Quantifiable Community Participation” process. An organization may not submit additional information or documentation after the original submission of the QCP documentation except in response to the Department specifically requesting additional information.

Letters received by the Department setting forth that the eligible Neighborhood Organization objects to or opposes the Application or Development will be added to the Application posted on the Department’s website. Written statements from the Neighborhood Organizations included in an Application and not received by the Department from the Neighborhood Organization will not be scored but will be counted as public comment. Any submission determined to be ineligible for QCP
scoring will be summarized for the Department's Governing Board as public comment but will not be scored for QCP.

Any statement of opposition from a Neighborhood Organization may be challenged if it is contrary to findings or determinations (including zoning) made by a city, county, school district, or other local governmental entity having jurisdiction or oversight over the finding or determination. If any such statement is challenged, the challenger must declare the basis for the challenge and the Neighborhood Organization will be given seven calendar days to provide support for its statements. Should the neighborhood Organization's statements be founds to be contrary to findings or determinations of a local Government Entity, or should the Neighborhood Organization not respond in seven (7) calendar days, then the Application shall be eligible for four (4) points under this scoring item.

**INSTRUCTIONS FOR COMPLETING THE QCP FORM**

If an organization is eligible to provide input on more than one Development, each Development must be addressed in a separate submission.

**Part 1: Development Information**

This section of the form requests basic information regarding the proposed affordable housing development for which the Neighborhood Organization wishes to provide comment. Please enter the Development Name and address. (If a street address is not available, descriptions such as “the southwest corner of Smith St and Jones Rd” are acceptable.)

**Part 2: Neighborhood Organization Information**

This section of the form requests information about the Neighborhood Organization that is providing input on a specific property. If the Neighborhood Organization has submitted comment during a past Application Round, provide the year the comment was submitted. If the organization is currently on record with the county or the Secretary of State, evidence of such is required to be attached to this form.

**Part 3: Neighborhood Organization Contact Information**

This section of the form requests contact information for two individuals who have authority to sign on behalf of the organization in case the Department needs to contact these individuals for additional information. Information about other members of the Neighborhood Organization may be required if the two contacts listed here do not reside within the Neighborhood Organizations boundaries.

**Part 4: Reason for Support or Opposition**

This section of the form requests the Neighborhood Organization to indicate whether they support or oppose the proposed development for which the input is being provided. A clear reason or reasons for the Neighborhood Organization’s support or opposition is required in order for the statement to qualify for points. A Neighborhood Organization should be prepared to provide additional information with regard to opposition.

**Part 5: Written Boundary Description**
This section of the form requests a written boundary description of the Neighborhood Organization's boundaries. In order for the comment to count for the QCP score, the boundaries of a Neighborhood Organization must be complete and include the Development Site. A boundary map, showing each boundary consistent with the description, should be attached to this form. If boundaries are not visible on the map or do not match the description, the Department will issue an Administrative Deficiency to request clarification. If the Development Site is not located within the boundaries, no QCP points will be awarded for the letter. The letter will still be presented to the Department's Governing Board as part of public comment.

**Part 6: Certifications**

This section of the form requests that the individuals with authority to sign on behalf of the Neighborhood Organization certify to the information presented on this form and that the Neighborhood Organization meets the requirements to qualify for purposes of Quantifiable Community Participation.

This certification includes statements regarding the membership of the neighborhood Organization as well as its boundaries and should be carefully reviewed.

The form requires the signature, printed name, date and title for both the 1st and 2nd Contact to be considered complete.
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
Hello Nicole,

Received and will respond in a timely manner.

Thank you,
Donna

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.

- Tab 23, Building/Unit Type Configuration: Revise to include the # of Bedrooms and Bathrooms for each unit type.
- Tab 24, Rent Schedule: Revise to include the number of bathrooms.
- Tab 37, Org Charts: Is Glenn Bailey and Glenn Bailey, Jr. the same person?
- Tab 38, List of Organizations and Principals: DWR Development Group, LLC is listed as a Sub-Entity of EAF Edison GP, LLC on the form. This does not match the Owner Organizational Chart.
- Tab 40, Nonprofit Participation: Please provide the required board-approved resolution.

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 5 pm 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 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5 pm 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 Monday, May 20, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

**Nicole Fisher**
Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.2201
Fax: 512.475.1895
Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
May 15, 2019

Nicole Fisher
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 19327-Edison Lofts

Dear Nicole

The following is in response to your Administrative Deficiency Notice dated 05/13/19 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. Tab 23, Building/Unit Type Configuration: Revise to include the # of Bedrooms and Bathrooms for each unit type.
   
   **Response:** Attached please find updated Tab 23-Building/Unit Type Configuration.

2. Tab 24, Rent Schedule: Revise to include the number of bathrooms.
   
   **Response:** Attached please find updated Tab 24-Rent Schedule.

3. Tab 37, Org Charts: Is Glenn Bailey and Glenn Bailey, Jr. the same person?
   
   **Response:** This is to confirm that Glenn Bailey is the same person as Glenn Bailey, Jr.

4. Tab 38, List of Organizations and Principals: DWR Development Group, LLC is listed as a Sub-Entity of EAF Edison GP, LLC on the form. This does not match the Owner Organizational Chart.
   
   **Response:** Attached please find updated Tab 38-List of Org. and Principals.

5. Tab 40, Nonprofit Participation: Please provide the required board-approved resolution.

   **Response:** Attached please find the board approved resolution.
Thank you for allowing us the opportunity to clarify the described administrative deficiencies. In the event you have any additional questions or comments, please feel free to contact us.

Sincerely,

Donna Rickenbacker

cc: Charity Carter (Via Email)
    Edison Arts Foundation
### Specifications and Building/Unit Type Configuration

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

#### Development will have:
- X Fire Sprinklers
- Elevators
- # of Elevators
- Wt. Capacity

#### Number of Parking Spaces (consistent with Architectural Drawings):
- Free
- Paid
- Shed or Flat Roof Carport Spaces
- Detached Garage Spaces
- Attached Garage Spaces
- 203
- Uncovered Spaces
- Structured Parking Garage Spaces

#### Floor Composition/Wall Height:
- 90% Carpet/Vinyl/Resilient Flooring
- 9 Ceiling Height
- 10% Ceramic Tile
- X Upper Floor(s) Ceiling Height (Townhome Only)
- % Other
- Describe:

#### Unit Type Configuration

<table>
<thead>
<tr>
<th>Unit Type Label</th>
<th># of Bedrooms</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>
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<td>1</td>
<td>751</td>
<td>6</td>
<td>18</td>
<td>13,518</td>
</tr>
<tr>
<td>A3, A4, A5</td>
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<td>760</td>
<td>6</td>
<td>18</td>
<td>13,680</td>
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<td>9,344</td>
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<td>1,175</td>
<td>4</td>
<td>8</td>
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</table>

#### Totals

- Number of Units Per Building: 48
- Number of Buildings: 22
- Number of Residential Buildings: 21
- Number of Supportive Housing Applicants: 35

#### Net Rented Square Footage from Rent Schedule

- 119,881

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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)
- 119,881

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If a revised form is submitted, date of submission: 5/14/2019
### 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>
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<tr>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>Nat’l HTF Units</th>
<th>TDHCA MRB Units</th>
<th>Other/Subsidy</th>
<th># of Units</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Unit Size (Net Rentable Sq. Ft.)</th>
<th>Total Net Rentable Sq. Ft.</th>
<th>Program Rent Limit</th>
<th>Tenant Paid Utility Allow.</th>
<th>Rent Collected/Unit</th>
<th>Total Monthly Rent</th>
</tr>
</thead>
<tbody>
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<td>1,456</td>
<td>1,456</td>
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</table>

**Non Rental Income**:

- **Late fees, relet fees, app fees** $15.00 per unit/month for: 1,890

**TOTAL NONRENTAL INCOME** $15.00 per month for: 1,890

**POTENTIAL GROSS MONTHLY INCOME** $103,081

**Provision for Vacancy & Collection Loss** % of Potential Gross Income: 7.50% (7,731)

**Rental Concessions (enter as a negative number)** Enter as a negative value

**EFFECTIVE GROSS MONTHLY INCOME**
### Rent Schedule (Continued)

<table>
<thead>
<tr>
<th>Housing</th>
<th>% of LI</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>TC20%</td>
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<td>0</td>
</tr>
<tr>
<td>TC30%</td>
<td>10%</td>
<td>9%</td>
</tr>
<tr>
<td>TC40%</td>
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</tr>
<tr>
<td>TC50%</td>
<td>40%</td>
<td>34%</td>
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<tr>
<td>TC60%</td>
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<tr>
<td>TC80%</td>
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<table>
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<th>Tax Credits</th>
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<td>EO</td>
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<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
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| Total HTC Units | 126 |

<table>
<thead>
<tr>
<th>National Housing Trust Fund</th>
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<td>HTF Li Total</td>
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<tr>
<td>MR</td>
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<tr>
<td>HTF Total</td>
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### Mortgage Revenue

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>MRB20%</td>
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</tr>
<tr>
<td>MRB30%</td>
<td>0</td>
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<td>MRB40%</td>
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<td>MRB50%</td>
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<td>MRB70%</td>
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<tr>
<td>MRB80%</td>
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### Bond

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
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<tbody>
<tr>
<td>MRB Li Total</td>
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<td>MRBMTR</td>
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<tr>
<td>MRB Total</td>
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### Direct Loan

<table>
<thead>
<tr>
<th>% of LI</th>
<th>% of Total</th>
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<tbody>
<tr>
<td>Direct Loan Li Total</td>
<td>0</td>
</tr>
<tr>
<td>EO</td>
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<tr>
<td>MR</td>
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<tr>
<td>MR Total</td>
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<tr>
<td>Direct Loan Total</td>
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### Other

| Total OT Units | 0 |

### BEDROOMS

<table>
<thead>
<tr>
<th>Bed</th>
<th>0</th>
<th>1</th>
<th>2</th>
<th>3</th>
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<td>0</td>
<td>39</td>
<td>71</td>
<td>16</td>
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### Acquisition + Hard

- **Cost Per Sq Ft** $116.10

### Hard

- **Cost Per Sq Ft** $116.10

### Building

- **Cost Per Sq Ft** $101.19

---

*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.*

---

**5/14/2019**
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>List of Organizations and Principals</th>
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<tbody>
<tr>
<td><strong>Applicant Legal Name:</strong> EAF Edison 19 LP (tbf)</td>
</tr>
<tr>
<td><strong>Address:</strong> 1959 Texas Parkway</td>
</tr>
<tr>
<td><strong>City:</strong> Missouri City <strong>State:</strong> TX <strong>Zip:</strong> 77489</td>
</tr>
<tr>
<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong> Applicant</td>
</tr>
<tr>
<td><strong>Organization legally formed?</strong> No <strong>Date formed:</strong> Legal Org is or will be: Limited Partnership</td>
</tr>
<tr>
<td><strong>Previous TDHCA Experience?</strong> No <strong>Phone:</strong> (713) 459-4929 <strong>Email:</strong> <a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
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<table>
<thead>
<tr>
<th><strong>Org. 1</strong></th>
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<tbody>
<tr>
<td><strong>Organization Legal Name:</strong> EAF Edison GP, LLC (tbf)</td>
</tr>
<tr>
<td><strong>Role/Title:</strong> GP of Applicant</td>
</tr>
<tr>
<td><strong>Address:</strong> 1959 Texas Parkway</td>
</tr>
<tr>
<td><strong>City:</strong> Missouri City <strong>State:</strong> TX <strong>Zip:</strong> 77489</td>
</tr>
<tr>
<td><strong>Name(s) of Entities the Organization Owns or Controls:</strong> Applicant</td>
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<tr>
<td><strong>Organization legally formed?</strong> No <strong>Date formed:</strong> Legal Org is or will be: Limited Liability Company</td>
</tr>
<tr>
<td><strong>Previous TDHCA Experience?</strong> Yes <strong>Phone:</strong> 7134594929 <strong>Email:</strong> <a href="mailto:edisonartsfoundation@gmail.com">edisonartsfoundation@gmail.com</a></td>
</tr>
<tr>
<td><strong>Organization is identified on Org. Chart:</strong> Yes <strong>Ability to exercise Control over the Development?</strong> Yes</td>
</tr>
<tr>
<td><strong>List of Sub-Entities or Principals:</strong></td>
</tr>
<tr>
<td>1. <strong>TDHCA Experience:</strong></td>
</tr>
<tr>
<td>2. <strong>Edison Arts Foundation, Inc.</strong></td>
</tr>
<tr>
<td>3. <strong>TDHCA Experience:</strong> No</td>
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<td>4. <strong>TDHCA Experience:</strong></td>
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<td>6. <strong>TDHCA Experience:</strong></td>
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<tr>
<td><strong>Role/Title:</strong> App. SLP/Dev./Guar</td>
</tr>
<tr>
<td><strong>Address:</strong> 6300 West Loop South, Ste. 670</td>
</tr>
<tr>
<td><strong>City:</strong> Bellaire <strong>State:</strong> TX <strong>Zip:</strong> 77401</td>
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<tr>
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<tr>
<td><strong>Previous TDHCA Experience?</strong> Yes <strong>Phone:</strong> 7135600068 <strong>Email:</strong> <a href="mailto:donna@dwrdevelopment.com">donna@dwrdevelopment.com</a></td>
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<td>1. <strong>TDHCA Experience:</strong> Donna Rickenbacker</td>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td><strong>Organization is identified on Org. Chart:</strong> Yes <strong>Ability to exercise Control over the Development?</strong> Yes</td>
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<tr>
<td><strong>List of Sub-Entities or Principals:</strong></td>
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<tr>
<td>1. <strong>Robertha LaCharity Carter</strong></td>
</tr>
<tr>
<td>2. <strong>Lillian Anthony</strong></td>
</tr>
<tr>
<td>3. <strong>Felecia Peters</strong></td>
</tr>
<tr>
<td>4. <strong>Dr. Jonita Reynolds</strong></td>
</tr>
<tr>
<td>5. <strong>Dawn Hurd</strong></td>
</tr>
<tr>
<td>6. <strong>Glenn Bailey</strong></td>
</tr>
<tr>
<td>7. <strong>Kathy Johnson-Green</strong></td>
</tr>
<tr>
<td>8. <strong>Bonita Billings</strong></td>
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<tr>
<td>9. <strong>Crystal Edwards</strong></td>
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TDHCA Experience: No
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<th></th>
<th>Name</th>
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<td>Lynn Kelly</td>
<td>No</td>
</tr>
<tr>
<td>11</td>
<td>Brandon Herndon</td>
<td>No</td>
</tr>
<tr>
<td>12</td>
<td>Bertha Edison</td>
<td>No</td>
</tr>
<tr>
<td>13</td>
<td>Linda Taylor</td>
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</tr>
<tr>
<td>14</td>
<td>Angel Patton</td>
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<td>15</td>
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<tr>
<td>18</td>
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RESOLUTION OF MEETING OF THE BOARD OF DIRECTORS
OF THE EDISON ARTS FOUNDATION
January 3, 2019

Upon Motion duly made and seconded, the Board of Directors of Edison Arts Foundation (the “Corporation”) approved the following resolutions to:

1. **Affordable Housing.**

   WHEREAS, the Corporation desires to:

   (i) participate in the ownership and operation of Edison Lofts, a 126-unit affordable housing development that will be located at 7100 W. Fuqua Drive, Houston, Fort Bend County, Texas 77489 (the “Land”);

   (ii) develop Edison Lofts in partnership with DWR Development Group, LLC (“DWR”);

   (iii) form EAF Edison 19 LP (the “Partnership”) to own and operate Edison Lofts on the Land and to serve as the sole member of the general partner of the Partnership;

   (iv) serve as a co-developer of Edison Lofts;

   (v) apply for 9% competitive housing tax credits awarded by the Texas Department of Housing and Community Affairs (“TDHCA”) to finance the construction and development of Edison Lofts;

   (vi) amend the Corporation’s Certificate of Formation and Bylaws to facilitate the development and operation of Edison Lofts; and

   (vii) perform such other actions as shall be deemed reasonably necessary by the Corporation to consummate the transactions contemplated hereinabove.

2. **Low-Income Resident Participation Plan.**

   WHEREAS, to facilitate the development and operation of Edison Lofts, it is necessary and appropriate for the Corporation to adopt a mechanism by which low income individuals can advise the Corporation on the various decisions to be made regarding the management of Edison Lofts (the “Low Income Resident Participation Plan”).

NOW, THEREFORE, Be It Resolved, that, the Corporation has adopted and approved the hereinabove activities and authorizes Roberta LaCharity Carter, acting in her capacity as President of the Corporation, to act on behalf of the Corporation in connection with:
(i) the execution of any and all documents necessary to consummate the acquisition, financing and development of Edison Lofts, all upon such terms and conditions as she deems proper, including, but not limited to, executing all documents relating to an application for 2019 Low-Income Housing Tax Credits from TDHCA (the “Application”);

(ii) the filing of the Application with TDHCA and making the Applicant Eligibility Certifications executed by the members of the board of the Corporation (collectively, the “Certification”) part of the Application whereby each board member recognizes the filing of the Application and certifies to certain certifications to TDHCA;

(iii) the taking of all actions that may be necessary, desirable or appropriate to cause the amendment of the Certificate of Formation to be filed with the Secretary of State and the amendment to the Bylaws approved by the Board be included in the records of the Corporation; and

(iv) the adoption of a Low Income Resident Participation Plan approved by the Board.

All acts, transactions or agreements undertaken prior to the date of these Resolutions in respect of the transactions herein described are hereby ratified, confirmed and adopted by the Corporation.

The undersigned, being the duly elected and qualified President of the Corporation, hereby certifies that the forgoing Resolutions of the Board of Directors of the Corporation were duly adopted by the Board of Directors at its meeting held on January 3, 2019.

Robertha LaCharity Carter, President
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. Sponsor Characteristics: Please clarify the experience directly related to the housing industry for the persons included in the experience statement for the Nonprofit Organization. For example, submit a resume for each person mentioned.

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 June 3, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701
Office: 512.475.3227
Fax: 512.475.1895

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).
Via Serv-U Portal

May 28, 2019

Liz Cline-Rew
Multifamily Finance Housing Specialist
Texas Department of Housing and Community Affairs
221 E. 11th Street
Austin, Texas 78701

Re: TDHCA No. 19327-Edison Lofts

Dear Liz:

The following is in response to your Administrative Deficiency Notice dated 05/24/19 for information in connection with your Eligibility/Selection/Threshold review of the above-described application.

1. **Sponsor Characteristics:** Please clarify the experience directly related to the housing industry for the persons included in the experience statement for the Nonprofit Organization. For example, submit a resume for each person mentioned.

   **Response:** Attached please find the resume of Bonita Billings and the Housing Statement of Experience from Brandon Herndon.

   Thank you for allowing us the opportunity to clarify the described administrative deficiencies. In the event you have any additional questions or comments, please feel free to contact us.

Sincerely,

[Signature]
Donna Rickenbacker

cc: Charity Carter (Via Email)
Bonita Billings
6202 Copin Lake Lane, Missouri City, Texas 77459
Home: 832-440-0348 - Cell: 832-964-4012
Bonitab139@aol.com

Results-oriented individual who excels in meeting customer needs and delivering solutions. I'm trained in building strategic network ties and increasing sales revenues. Built and maintain strong customer relationships. I'm a responsive and organized business owner indebt at managing intense demands of multiple existing customer accounts.

Highlights:
- Business Owner
- Strong interpersonal skills
- Strong communications and management skills

Experience:

B’s Wine Bar
Owner
April 2017 to Current

Owner/Marketing/Account Manager
October 2010 to Current
Health Fit Pharmacy LLC – Houston, Texas
Grew customer base from two clients to two hundred clients in a two-year period. Completed on average ten weekly outbound calls to doctors generating a strong database to steadily increase sales. I wrote, proofed and edited sales proposals and correspondence addressing how to improve sales and grow client base. Addressed customer questions and concerns regarding medicinal products, prices and availability. I consistently secure new accounts, resulting in a 5% increase in a year and it continues to increase.

Real Estate Investor / Property Management
May 2001 to Current
Babb’s Realty Inc. – Houston, Texas
My company manages thirteen units in Houston and surrounding area and is actively involved in all functions directly impacting occupancy and the physical property. I interview potential applicants, managed leased agreements, and make sure the physical appearance of the property is well maintained.

Owner/Director
September 2000 to September 2008
BTB Learning Center – Houston, Texas
Setup policy and procedures for learning center and I made sure families and staff members were aware of the policies. It was my responsibility to ensure the safe and caring management of all the children entrusted to my care.

Education:
Texas Southern University 1994
Environmental Science
Bachelor of Science

Thurgood Marshall School of Law 1997
Juris Doctorate in Law

References Upon Request
May 28, 2019

Via Email – edisonartsfoundation@gmail.com

Charity Carter
Edison Arts Foundation
1959 Texas Parkway
Missouri City, TX 77489

Re: TDHCA No. 19327; Edison Lofts

Dear Charity,

In connection with our application for funding assistance to construct Edison Lofts at 7100 W. Fuqua Dr., Houston, Fort Bend County, Texas 77489, the Texas Department of Housing and Community Affairs (TDHCA) has requested clarification regarding my experience relating to the housing industry.

My entire career has involved housing. Since 2014, I have held a mortgage loan origination license in the State of Texas and have served as a Loan Officer for three mortgage brokers in the Houston area and am currently affiliated with Diversified Home Mortgage Inc. In the Loan Officer role, I work with home buyers and help them understand their loan options and the various programs that may be available to finance their home purchase.

I am currently a business consultant to Farmers Insurance Agency Owners that are looking to take their businesses to the next level. I owned a State Farm Insurance Company and was President and Chief Marketing Officer of Total Risk Advisors Insurance through April of 2019 for a combined 19 years of service to this industry. Our products include life, auto and homeowner insurance. We also provided financial and investment services to homeowners and small businesses. At Total Risk Advisors I was primarily responsible for all leadership activities around Casualty and Financial Services.

I hold the following licenses:

1. Securities License (Series 6 and 63);
2. Financial Advisor Certification; and
3. Mortgage License (No. 1397748)
4. Licensed Realtor

I also serve on the Board of Directors for the Brays Oaks Management District in Houston (the “District”). The District is home to over 70,000 residents and the Board of Directors are responsible for attracting public and private capital investment, providing professional management of the area’s needs, and promoting the District as a premier place to invest, work, and live. The District is empowered to finance services and projects related to public-safety, mobility and transportation, environmental and urban design, and business and economic development. The Board of Directors regularly evaluates projects of all kinds, including housing and how the project fits with the District and its character.
Finally, in addition to being a board member of the District and the Edison Arts Foundation, I am minister of financial education for the Foundation of Praise Church. We have 20k+ members. I am very hopeful that if we are successful with our TDHCA funding efforts, I can use my housing and financial experience to make Edison Lofts a successful development in our neighborhood.

Please feel free to contact me if you have any further questions.

Sincerely,

Brandon J. Herndon
(281) 409-4222 - cell

[Signature]
Multifamily Finance Division staff will place scanned copies of scoring notices behind this tab in the application.pdf
Multifamily Finance Division staff will place documents related to Requests for Administrative Deficiencies behind this tab in the application .pdf
Real Estate Analysis Division staff will place scanned copies of RFI documents behind this tab in the application .pdf
In the course of the Department’s underwriting review of the above referenced application an Administrative Deficiency, as defined in 10 TAC §10.3(a)(2), has been identified. By this notice, the Department is requesting information to clarify or to correct inconsistencies found in the Application or to provide non-material missing information. All Administrative Deficiency requests will be treated in accordance with §10.201(7) of the Uniform Multifamily Rules.

All deficiencies must be satisfactorily corrected or clarified by 5:00 p.m. Central Time on Thursday, June 13, 2019 (fifth business day following the date of this deficiency notice).

All documentation should be submitted as a whole using the Department’s Serv-U HTTPs System. Once the documents are submitted to the Serv-U HTTPs system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPs submission process, contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986. You may also contact Nicole Fisher at nicole.fisher@tdhca.state.tx.us or by phone at (512)475-2201.

NOTICE: Pursuant to §10.201(7) of the Uniform Multifamily Rules, revised Application exhibits not specifically requested by the Underwriter in an Administrative Deficiency WILL NOT be accepted.

1.

The Phase I ESA you submitted contains a discussion about the site containing prime farmland and also references the Farmland Protection Policy Act. Since there is an existing retail strip center on the site, it seems unlikely that redevelopment would trigger any violation, but the ESA provider really doesn't recommend any course of action to ensure that there is no impediment. Therefore, please have your ESA provider amend their report to include a recommended course of action with regard to this.

Response:

See attached addendum letter dated June 7, 2019 from Phase Engineering who prepared the Phase I ESA.

2.

Response:

3.
June 7, 2019

Donna Rickenbacker  
DWR Development Group LLC 
6300 West Loop South, Suite 670 
Bellaire, Texas 77401

Texas Department of Housing and Community Affairs, 
a public and official department of the State of Texas  
221 East 11th Street 
Austin, Texas 78701

Re: Addendum Letter – Phase I Environmental Site Assessment 
Edison Lofts, 7100 West Fuqua Drive, Houston, Fort Bend, Texas 77489 
PEI Project No.: 201901092

To Whom it May Concern:

This letter is in response to TDHCA’s request for information regarding the Phase I ESA issued by Phase Engineering in connection with Edison Lofts, a proposed affordable housing development to be located at 7100 W. Fuqua Drive, Houston, Ft. Bend County, Texas 77489. This year, TDHCA required that the Phase I ESA Reports include the status of farmland designation. I understand now that the purpose of this request is to identify projects which may be funded with federal assistance and involve the conversion of farmland subject to the Farmland Protection Policy Act (FPPA). So, even though the LIHTC application is not applicable to federal requirements, the direct loan, 811 program, or CDBG DR funding is.

Although the USDA indicates the mapped soils as prime farmland, the property is not currently being farmed and is located within an Urban Area as defined by the US Census Bureau. Properties already commented to urban development are exempt from the FPPA, so no further investigation or consultation with the USDA is required. See attached maps in support of this summary.

If you have any questions, please do not hesitate to contact me at 713-854-8670.

Sincerely,

Tracy Watson  
Special Projects Manager 
Phase Engineering, Inc.

Attachments
Farmland Protection Policy Act

To learn more about the Farmland Protection Policy Act, you can play the webinar below or download the webinar’s PowerPoint file

Background

The National Agricultural Land Study of 1980-81 found that millions of acres of farmland were being converted in the United States each year. The 1981 Congressional report, Compact Cities: Energy-Saving Strategies for the Eighties, identified the need for Congress to implement programs and policies to protect farmland and combat urban sprawl and the waste of energy and resources that accompanies sprawling development.

The Compact Cities report indicated that much of the sprawl was the result of programs funded by the Federal Government. With this in mind, Congress passed the Agriculture and Food Act of 1981 (Public Law 97-98) containing the Farmland Protection Policy Act (FPPA) Subtitle I of Title X, Section 1539-1549. On June 17, 1994, the final rules and regulations were published in the Federal Register.

Purpose

The FPPA is intended to minimize the impact Federal programs have on the unnecessary and irreversible conversion of farmland to nonagricultural uses. It assures that to the extent possible Federal programs are administered to be compatible with state, local units of government, and private programs and policies to protect farmland. Federal agencies are required to develop and review their policies and procedures to implement the FPPA every two years.

The FPPA does not authorize the Federal Government to regulate the use of private or nonfederal land or, in any way, affect the property rights of owners.

For the purpose of FPPA, farmland includes prime farmland, unique farmland, and land of statewide or local importance. Farmland subject to FPPA requirements does not have to be currently used for cropland. It can be forest land, pastureland, cropland, or other land, but not water or urban built-up land.

Projects and Activities

Projects are subject to FPPA requirements if they may irreversibly convert farmland (directly or indirectly) to nonagricultural use and are completed by a Federal agency or with assistance from a Federal agency.

Assistance from a Federal agency includes:

- Acquiring or disposing of land.
- Providing financing or loans.
- Managing property.
- Providing technical assistance

Activities that may be subject to FPPA include:

- State highway construction projects, (through the Federal Highway Administration)
- Airport expansions
- Electric cooperative construction projects
Railroad construction projects
Telephone company construction projects
Reservoir and hydroelectric projects
Federal agency projects that convert farmland
Other projects completed with Federal assistance.

Activities not subject to FPPA include:
- Federal permitting and licensing
- Projects planned and completed without the assistance of a Federal agency
- Projects on land already in urban development or used for water storage
- Construction within an existing right-of-way purchased on or before August 4, 1994
- Construction for national defense purposes
- Construction of on-farm structures needed for farm operations
- Surface mining, where restoration to agricultural use is planned
- Construction of new minor secondary structures such as a garage or storage shed.

Farmland Conversion Impact Rating Form

If you represent a Federal agency in a project that has the potential to convert important farmland to non-farm use, please contact your local office of the Natural Resources Conservation Service (NRCS) or USDA Service Center. NRCS uses a land evaluation and site assessment (LEISA) system to establish a farmland conversion impact rating score on proposed sites of Federally funded and assisted projects. This score is used as an indicator for the project sponsor to consider alternative sites if the potential adverse impacts on the farmland exceed the recommended allowable level.

The assessment is completed on form AD-1006, Farmland Conversion Impact Rating. The sponsoring agency completes the site assessment portion of the AD-1006, which assesses non-soil related criteria such as the potential for impact on the local agricultural economy if the land is converted to non-farm use and compatibility with existing agricultural use.

Program Contacts

Michael Robotham, National Leader -Technical Soil Services, 402-437-4098

Mabel Kenyon, Program Analyst-Soil Science Division, 202-692-0099

State FPPA Contacts
MAP INFORMATION

<table>
<thead>
<tr>
<th>Streams and Canals</th>
<th>Transportation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rails</td>
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<tr>
<td></td>
<td>Interstate Highways</td>
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<tr>
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<td>US Routes</td>
</tr>
<tr>
<td></td>
<td>Major Roads</td>
</tr>
<tr>
<td></td>
<td>Local Roads</td>
</tr>
</tbody>
</table>

Background: Aerial Photography

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

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

Soil Survey Area: Fort Bend County, Texas
Survey Area Data: Version 15, Sep 14, 2018

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

Date(s) aerial images were photographed: Apr 26, 2017—Nov 10, 2017

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

<table>
<thead>
<tr>
<th>Map unit symbol</th>
<th>Map unit name</th>
<th>Rating</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>La</td>
<td>Lake Charles clay, 0 to 1 percent slopes</td>
<td>All areas are prime farmland</td>
<td>5.6</td>
<td>100.0%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td></td>
<td><strong>5.6</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

Description

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

Rating Options

*Aggregation Method: No Aggregation Necessary*

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

The majority of soil attributes are associated with a component of a map unit, and such an attribute has to be aggregated to the map unit level before a thematic map can be rendered. Map units, however, also have their own attributes. An attribute of a map unit does not have to be aggregated in order to render a corresponding thematic map. Therefore, the "aggregation method" for any attribute of a map unit is referred to as "No Aggregation Necessary".

*Tie-break Rule: Lower*
The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.
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